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By: Steven J. Fram, Esquire

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

PATRICK BRADY, et al.,

Plaintiffs,

V.

Civil Action No. 02-2917 (JEI)

AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL,

Defendant.

**DECLARATION OF STEVEN J. FRAM, ESQUIRE, IN SUPPORT OF DEFENDANT'S  
COMPANION MOTION FOR NEW TRIAL PURSUANT TO FED. R. CIV. P. 59 OR  
FOR DISMISSAL**

STEVEN J. FRAM hereby declares as follows:

1. I am a member of the Bar of this Court and am a shareholder in the law firm of Archer & Greiner, P.C., attorneys for Defendant, Air Line Pilots Association, International.
2. I am submitting this Declaration in order to provide copies of certain deposition and trial transcripts and other materials that are referred to in the brief being filed by Defendant

on August 10, 2011, in support of the Defendant's Companion Motion for New Trial Pursuant to Fed. R. Civ. P. 59 for Dismissal.

3. True and correct copies of excerpts of deposition transcripts and trial transcripts and trial exhibits are attached as follows to this Declaration:

**EXHIBIT DESCRIPTION**

**Deposition Transcripts**

A	Deposition of Mark Hunnibell dated October 24, 2006
B	Deposition of John Clark dated December 1, 2006
C	Deposition of Jeff Brundage dated September 12, 2008

**Trial Transcripts**

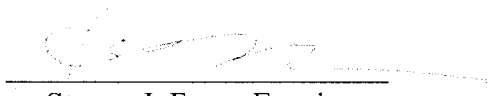
D	Trial Transcript, Volume 2, of June 8, 2011
E	Trial Transcript, Volume 3, of June 9, 2011
F	Trial Transcript, Volume 4, of June 13, 2011
G	Trial Transcript, Volume 7, of June 16, 2011
H	Trial Transcript, Volume 9, of June 22, 2011
I	Trial Transcript, Volume 10, of June 23, 2011
J	Trial Transcript, Volume 11, of June 27, 2011
K	Trial Transcript, Volume 12, of June 28, 2011
L	Trial Transcript, Volume 13, of June 29, 2011
M	Trial Transcript, Volume 14, of June 30, 2011
N	Trial Transcript, Volume 15, of July 5, 2011
O	Trial Transcript, Volume 16, of July 6, 2011
P	Trial Transcript, Volume 17, of July 7, 2011
Q	Trial Transcript, Volume 18, of July 11, 2011
R	Trial Transcript, Volume 19, of July 12, 2011

**Trial Exhibits**

S	P-3, Letter from Mark Hunnibell to Ronald Rindfleisch attaching receipts for Primadata and travel, dated December 18, 2001
T	P-357, Flight Pay Loss Denials by Jalmer Johnson, dated December 12, 2001
U	D-13, TWA-MEC Resolution #01-64, dated April 2, 2001
V	D-50, Letter from Jalmer Johnson to Kevin Dillion, dated August 29, 2001
W	D-94, Letter from Duane Woerth to Senator Christopher Bond, dated October 4, 2001

X D-136, Memorandum from Ana McAhron-Schulz to Duane Woerth re: TWA  
MEC Merger Committee Request, dated August 3, 2001  
Y D-158, ALPA Executive Council Resolution AI #25, dated May 21, 2001  
Z D-159, ALPA Executive Board Resolution AI #23, dated May 22-24, 2001  
AA D-160, ALPA Executive Council Resolution AI #36, dated September 24-28,  
2001  
BB D-165, Letter from Duane Woerth to Representative Jerry Lewis, dated  
December 10, 2001  
CC D-172, TWA-MEC Information Update, dated December 19, 2001  
DD D-200, Letter from Jeff Brundage to Duane Woerth, dated December 12, 2001  
EE D-233, Letter from Robert Pastore to Duane Woerth, dated July 10, 2001

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true  
and correct. Executed on August 10, 2011.

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Steven J. Fram, Esquire

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# Exhibit A

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Mark Hunnibell

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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEW JERSEY

Cause No. 02-2917-JEI-AMD

-----x

LEROY "BUD" BENSEL, et al.,

Plaintiffs,

Vs.

AIRLINE PILOTS ASSOCIATION,

Defendant.

-----x

D E P O S I T I O N

The deposition of CAPTAIN MARK HUNNIBELL,  
taken on behalf of the Plaintiffs in the  
hereinbefore entitled action, before Francine  
Garb, a Certified Shorthand Reporter and Notary  
Public within and for the State of Connecticut,  
commencing at 10:00 a.m., on October 24, 2006,  
at the offices of Brandon Smith Reporting,  
Six Landmark Square, Stamford, Connecticut 06901.

Brandon Smith Reporting

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Mark Hunnibell

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<p>APPEARANCES:</p> <p>FOR THE PLAINTIFFS:</p> <p>GREEN, JACOBSON &amp; BUTSCH, P.C.</p> <p>Suite 700, Pierre Laclede Center</p> <p>7733 Forsyth Boulevard</p> <p>St. Louis, Missouri 63105</p> <p>BY: ALLEN P. PRESS, ESQ.</p> <p>- and -</p> <p>TRUJILLO, RODRIGUEZ &amp; RICHARDS, LLC</p> <p>8 Kings Highway West</p> <p>Haddonfield, New Jersey 08033</p> <p>BY: NICOLE M. ACCHIONE, ESQ.</p> <p>FOR THE DEFENDANT:</p> <p>KATZ &amp; RANZMAN, P.C.</p> <p>5028 Wisconsin Avenue, N.W.</p> <p>Washington, D.C. 20016</p> <p>BY: DANIEL M. KATZ, ESQ.</p> <p>ALSO PRESENT:</p> <p>ROBIN KORMOS, VIDEOGRAPHER</p> <p>HAMILTON COMMUNICATIONS</p>	<p>THE VIDEOGRAPHER: We are now on the record. This is the deposition of Mark Hunnibell, taken on behalf of the Plaintiff in the case of Leroy "Bud" Bensel, et al., versus Airline Pilots Association, Case No. 02-2917-JEI-AMD, filed in the United States District Court for the District of New Jersey.</p> <p>Today's date is October 24, 2006. The time on the videotape record is 10:04 a.m. This deposition is being held at 6 Landmark Square, Stamford, Connecticut. My name is Robin Kormos, representing Hamilton Communications of 1442 Essex Road, Westport, Connecticut.</p> <p>Would counsel please introduce yourselves for the record.</p> <p>MR. PRESS: Allen Press is here for the Plaintiff class of former TWA pilots.</p> <p>MR. KATZ: I'm Daniel Katz of the Washington, D.C. law firm of Katz &amp; Ranzman.</p> <p>I represent Defendant, Airline Pilots Association.</p>
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<p>* * *</p> <p>IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the respective parties hereto, that the sealing and filing of the within deposition be, and the same hereby are waived; and that the transcript may be signed before any Notary Public with the same force and effect as if signed before the Court.</p> <p>IT IS FURTHER STIPULATED AND AGREED that all objections, except as to the form of the question, shall be reserved to the time of trial.</p> <p>* * *</p>	<p>1 MARK HUNNIBELL</p> <p>2 THE VIDEOGRAPHER: Will the court</p> <p>3 reporter please swear in the witness.</p> <p>4 MARK HUNNIBELL,</p> <p>5 the witness herein, giving his address as 376</p> <p>6 Black Rock Turnpike, Redding, Connecticut 06896,</p> <p>7 was duly sworn and testified as follows:</p> <p>8 DIRECT EXAMINATION</p> <p>9 BY MR. PRESS:</p> <p>10 Q Mr. Hunnibell, can you start by stating</p> <p>11 your name for the record.</p> <p>12 A It's Mark Hunnibell.</p> <p>13 Q Where do you live, sir?</p> <p>14 A 376 Black Rock Turnpike in Redding,</p> <p>15 Connecticut.</p> <p>16 Q That is where you live?</p> <p>17 A Yes.</p> <p>18 Q Are you currently employed?</p> <p>19 A Yes.</p> <p>20 Q Where is that?</p> <p>21 A American Airlines.</p> <p>22 Before I start, I want to make sure that</p> <p>23 you did receive a letter that I sent yesterday.</p> <p>24 Q No, I did not.</p> <p>25 A Well, I sent it actually Friday, and</p>

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<p>1 MARK HUNNIBELL</p> <p>2 about this deposition?</p> <p>3 A No.</p> <p>4 Q Earlier in the deposition you mentioned</p> <p>5 that you had met with Mr. Rindfleisch?</p> <p>6 A Yes.</p> <p>7 Q And he's one of the organizers at ALPA,</p> <p>8 right?</p> <p>9 A I believe so.</p> <p>10 Q When was the first time you met with him</p> <p>11 in connection with trying to organize the American</p> <p>12 Airline pilots to join ALPA?</p> <p>13 A That is a question I felt confident that</p> <p>14 you would ask, and I can't say for sure. I think</p> <p>15 it's possible we may have met sometime late in</p> <p>16 2001 or 2002. I don't know.</p> <p>17 Q It's possible, certainly sitting here</p> <p>18 today, your best memory, you are saying it's</p> <p>19 possible you met him in the year 2001 in</p> <p>20 connection with trying to organize the American</p> <p>21 Airline pilots to join ALPA?</p> <p>22 A I would say it's possible. I would be</p> <p>23 more confident in saying it's the year 2002.</p> <p>24 Q And that would be the winter of 2002?</p> <p>25 A I think if I met with him, it was</p>	<p>1 MARK HUNNIBELL</p> <p>2 labor lawyers, explain what you mean by these</p> <p>3 cards. What's the purpose of the cards?</p> <p>4 A The cards were cards that I sent out in</p> <p>5 conjunction with my campaign for Vice President,</p> <p>6 actually, and they are cards that say -- we sent</p> <p>7 them to every APA member, or that was the idea</p> <p>8 anyway. And the intent was that pilots would sign</p> <p>9 and return these cards, and we would get enough of</p> <p>10 them, which in this case, my understanding is we</p> <p>11 would need 51 percent, because the pilots were</p> <p>12 already represented. And once we got enough of</p> <p>13 them, that we would request an election.</p> <p>14 What the cards themselves said was I</p> <p>15 want to have a representation election on the</p> <p>16 property at American, and I want ALPA to be my</p> <p>17 representative, something like that. And then the</p> <p>18 people would fill it out and mail it back.</p> <p>19 Q And they are, physically, like little</p> <p>20 postcards?</p> <p>21 A They are postcards, yes.</p> <p>22 Q When were they mailed out?</p> <p>23 A I think I mailed them at the end of my</p> <p>24 campaign. I think it was probably either the</p> <p>25 beginning of May or middle of May, 2001. It's</p>
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<p>1 MARK HUNNIBELL</p> <p>2 probably after we had run out of time on the</p> <p>3 cards.</p> <p>4 Q What does that mean?</p> <p>5 A Well, the card campaign that we were</p> <p>6 running timed out. There is -- they are only good</p> <p>7 for a year, and then you have got to go back and</p> <p>8 resolicit signatures, and we didn't do that. So,</p> <p>9 we let the cards expire, and then we transitioned</p> <p>10 to an effort to generate political support for a</p> <p>11 merge.</p> <p>12 Q You said a whole bunch there.</p> <p>13 A I'm sorry.</p> <p>14 Q Don't apologize to me.</p> <p>15 The 12-month limitation you are talking</p> <p>16 about, what you are saying is that once these</p> <p>17 campaign cards go out to the membership, you have</p> <p>18 12 months to --</p> <p>19 A Twelve months from the date the</p> <p>20 individual signed, it times out. That is my</p> <p>21 understanding. My understanding is that the</p> <p>22 National Mediation Board will not accept as valid</p> <p>23 a card that was executed more than 12 months</p> <p>24 earlier.</p> <p>25 Q For those of us in the room that aren't</p>	<p>1 MARK HUNNIBELL</p> <p>2 possible that it was in June, but I don't think it</p> <p>3 was. I'm trying to remember the time line on that</p> <p>4 election, and I don't think I went to run off in</p> <p>5 that election, which would have meant it was</p> <p>6 probably a May campaign.</p> <p>7 Q You said these cards, once signed, they</p> <p>8 are good for 12 months, right? That is your</p> <p>9 understanding?</p> <p>10 A Yes.</p> <p>11 Q During what period were you receiving</p> <p>12 signed cards back from American pilots?</p> <p>13 A Well, I never received them.</p> <p>14 Q Where did they go?</p> <p>15 A They went to the post office in</p> <p>16 California.</p> <p>17 Q That would be John Clark's post office?</p> <p>18 A John got them, yes.</p> <p>19 Q How long was he receiving signed cards;</p> <p>20 do you know?</p> <p>21 A I don't know. It was over the course of</p> <p>22 the year. They came and trickled -- you get an</p> <p>23 initial bunch, and then they kind of trickled out.</p> <p>24 Q I'm trying to understand. I'm asking</p> <p>25 these questions because you prefaced your</p>

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<p>1 MARK HUNNIBELL</p> <p>2 testimony about meeting with Mr. Rindfleisch with</p> <p>3 some notion about this 12-month time period, and</p> <p>4 I'm getting the flavor that you are getting cards</p> <p>5 in over a long time period. So how does that help</p> <p>6 you answer when you met with Mr. Rindfleisch?</p> <p>7 A What I mean is that I believe that it</p> <p>8 was not until after we realized that we weren't</p> <p>9 going to get enough cards, and we were going to</p> <p>10 have to pursue a different strategy if we were</p> <p>11 going to do this.</p> <p>12 Q Is it your testimony, sir, that the</p> <p>13 first time you met Mr. Rindfleisch was after your</p> <p>14 card campaign had failed?</p> <p>15 A Well, I don't know that I would</p> <p>16 characterize it as a failure. We just stopped the</p> <p>17 effort.</p> <p>18 Q You didn't get the 51 percent threshold?</p> <p>19 A I would say that that is accurate, yes.</p> <p>20 Q The first time you met with this</p> <p>21 gentleman was after --</p> <p>22 A That is the question. I don't know.</p> <p>23 That, I don't know. My sense is that is the case.</p> <p>24 Q And do you keep a daytimer or anything</p> <p>25 that reflects your meetings with people?</p>	<p>1 MARK HUNNIBELL</p> <p>2 wrong.</p> <p>3 But, anyway, how many times have you met</p> <p>4 with Mr. Rindfleisch?</p> <p>5 A I would say it's possible, I think,</p> <p>6 three times at most. At most.</p> <p>7 Q Over what period of time, stating it in</p> <p>8 months?</p> <p>9 A Well, assuming that I'm correct in my</p> <p>10 recollection, that it was in mid 2002 when I met</p> <p>11 him the first time, 15 months.</p> <p>12 Q So three times over a 15-month period?</p> <p>13 A Right.</p> <p>14 Q And it's your best recollection that the</p> <p>15 time period began in mid 2002 now?</p> <p>16 A Yes. After the time-out on the cards,</p> <p>17 yes.</p> <p>18 Q Are you backing away from your testimony</p> <p>19 that it could have been possible you met him in</p> <p>20 '01?</p> <p>21 A Yes. And it is possible that I could</p> <p>22 have. It's possible. I cannot -- if you just</p> <p>23 said yes, you were there, yes, you are right, I</p> <p>24 was there. I can't say that I wasn't. It's just</p> <p>25 my recollection was that -- is that it was later.</p>
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<p>1 MARK HUNNIBELL</p> <p>2 A Not -- no, not that.</p> <p>3 Q When meeting with Mr. Rindfleisch, you</p> <p>4 would have e-mailed him to set up the meeting or</p> <p>5 confirm the meeting, where you are going to meet,</p> <p>6 what time, right?</p> <p>7 A Yes. And I think that -- you know, to</p> <p>8 be honest, I don't even know. I'm not trying to</p> <p>9 be evasive or anything, I don't really know when I</p> <p>10 met him. I know that I did at one point, but I</p> <p>11 can't remember the context. But that meeting, I</p> <p>12 think, was probably something that John set up. I</p> <p>13 don't remember exactly. I know that I didn't have</p> <p>14 a lot to do with it.</p> <p>15 Q Let me see if I can help.</p> <p>16 Was that the meeting in Las Vegas? Is</p> <p>17 that where you met Mr. Rindfleisch?</p> <p>18 A I have never been to Vegas to meet</p> <p>19 Mr. Rindfleisch, no.</p> <p>20 Q Who did you meet in Las Vegas in</p> <p>21 connection with the ALPA organization effort?</p> <p>22 A I didn't meet anybody in Las Vegas.</p> <p>23 Q You didn't meet anybody in Las Vegas?</p> <p>24 A No.</p> <p>25 Q Maybe it was Mr. Clark, and I got it</p>	<p>1 MARK HUNNIBELL</p> <p>2 It -- but if it was, then I would say, like, we</p> <p>3 met them later, too, so it would be a longer</p> <p>4 period than 15 months.</p> <p>5 Q Your first meeting with the gentleman,</p> <p>6 where was it?</p> <p>7 A That is the problem I'm having. I don't</p> <p>8 know that I met him that day, but my -- John and I</p> <p>9 traveled to Washington, D.C. at some point, and I</p> <p>10 can't say for sure when that was, but we traveled</p> <p>11 to Washington, D.C., and we met -- I believe we</p> <p>12 met him at that time.</p> <p>13 Q You and Mr. Clark went to Washington,</p> <p>14 D.C. to meet with some ALPA folks?</p> <p>15 A That was the intent, yes.</p> <p>16 Q Did you carry out that intent? Did you</p> <p>17 meet with them?</p> <p>18 A Very briefly, yes. And -- and like I</p> <p>19 said, I don't know -- I'm trying to sort of</p> <p>20 connect these things, I'm trying to put these</p> <p>21 pieces together. Not that there were so many</p> <p>22 things, but it was kind of a blur to me. I</p> <p>23 traveled down the night before, and John had done</p> <p>24 all of this legwork on this thing, and I was going</p> <p>25 along for the ride. But that would have been, at</p>

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Mark Hunnibell

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<p>1 MARK HUNNIBELL</p> <p>2 A I don't think so. No, I don't think I</p> <p>3 did.</p> <p>4 Q What about any of the lawyers over</p> <p>5 there? Jonathan Cohen, did you ever talk to or</p> <p>6 e-mail him?</p> <p>7 A Cohen?</p> <p>8 Q Yes.</p> <p>9 A I don't think so.</p> <p>10 Q How about a fellow named Clay Warner,</p> <p>11 did you ever correspond with him in writing or</p> <p>12 e-mail?</p> <p>13 A What department does he work?</p> <p>14 Q He's a lawyer, Legal.</p> <p>15 A I don't recall. I don't recall doing</p> <p>16 that. I had some unrelated correspondence, and I</p> <p>17 don't know when it was, regarding some analysis</p> <p>18 that I had done on retirement plans for pilots.</p> <p>19 And I remember sending my analysis to somebody at</p> <p>20 ALPA saying, hey, do I understand the features of</p> <p>21 these plans correctly? And I think I got a reply</p> <p>22 back from them, but that had nothing to do with</p> <p>23 this campaign.</p> <p>24 Q Let me go through a list of names and</p> <p>25 entities, and I'm going to ask you the same</p>	<p>1 MARK HUNNIBELL</p> <p>2 Q I think you did. I'm sorry.</p> <p>3 Bob Christy?</p> <p>4 A I don't know who that is. I don't think</p> <p>5 so. So I don't know who that is.</p> <p>6 Q Let's move on to something else -- oh,</p> <p>7 Bill Roberts, how about him, did you e-mail him?</p> <p>8 A I don't know. I mean, you are asking me</p> <p>9 these questions, and if you got an e-mail, it</p> <p>10 would be helpful because I can't -- I don't know</p> <p>11 what they do or what -- like I said, my e-mails</p> <p>12 really focused on this, and that one exchange with</p> <p>13 benefits, or pension department or something like</p> <p>14 that.</p> <p>15 Q Very good. I think we have closed the</p> <p>16 loop on that, then.</p> <p>17 A The -- I will tell you that I am a</p> <p>18 member of ALPA, I'm an inactive participant. And</p> <p>19 so to some extent I may have had communications</p> <p>20 with membership and things like that.</p> <p>21 Q Do you remember talking with Ron</p> <p>22 Rindfleisch or Jerry Mugerditchian concerning</p> <p>23 getting your expenses reimbursed for your</p> <p>24 ALPA-related expenses?</p> <p>25 A I think -- I don't remember discussing</p>
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<p>1 MARK HUNNIBELL</p> <p>2 question: Did you ever exchange e-mails with this</p> <p>3 person or company?</p> <p>4 A And this is all prior to this date?</p> <p>5 Q Right. And I'm limiting my question</p> <p>6 regarding your campaign.</p> <p>7 A Okay.</p> <p>8 Q And the first one I'm going to give you</p> <p>9 is Jalmer Johnson; did you ever exchange e-mails</p> <p>10 with him regarding your ALPA campaign?</p> <p>11 A I don't believe I did, no.</p> <p>12 Q Howard Attarian?</p> <p>13 A It is possible.</p> <p>14 Q A fellow named Randy Babbitt?</p> <p>15 A I am almost positive I had nothing to do</p> <p>16 with Randy Babbitt.</p> <p>17 Q A lawyer in New York named Seltzer or</p> <p>18 anybody at his firm named Cohen, Weiss &amp; Simon?</p> <p>19 A I don't believe so, no.</p> <p>20 Q A lawyer in Washington, D.C. named</p> <p>21 Wilder, Roland Wilder?</p> <p>22 A The name sounds familiar, but I don't</p> <p>23 know why.</p> <p>24 Q And Howard Attarian, how about him?</p> <p>25 A I think I already answered that.</p>	<p>1 MARK HUNNIBELL</p> <p>2 it directly. Obviously, we have a letter here</p> <p>3 that talks about it. I think most of my</p> <p>4 expectations in that regard came from discussions</p> <p>5 with John Clark, and John Clark was adamant that</p> <p>6 we keep records of our expenses, and that we would</p> <p>7 seek reimbursement for them.</p> <p>8 Q You are referring to what?</p> <p>9 A It looks like Exhibit 3, and there's</p> <p>10 this letter of December 18th from me.</p> <p>11 Q Obviously, that letter relates to a</p> <p>12 request for reimbursement, right?</p> <p>13 A So it would be rather obvious that I had</p> <p>14 the expectation of being reimbursed.</p> <p>15 Q And that expectation came from a</p> <p>16 conversation from somebody at ALPA?</p> <p>17 A I think it probably came indirectly to</p> <p>18 me that John felt that the only way that we were</p> <p>19 going to get reimbursed would be if we could</p> <p>20 substantiate our expenses, so this was an attempt</p> <p>21 to substantiate the expenses. And I think we had</p> <p>22 the idea that we were going to get reimbursed, but</p> <p>23 it never happened.</p> <p>24 Q Let me ask you this: You sent a letter</p> <p>25 to Mr. Rindfleisch, and his response to your</p>

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Mark Hunnibell

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<p>1 MARK HUNNIBELL</p> <p>2 conversation occurred, it was well prior to this.</p> <p>3 This was not a conversation that occurred in</p> <p>4 December 18th, you know, December 18th or</p> <p>5 anything like that. It was months earlier that</p> <p>6 there was any kind of notion.</p> <p>7 And so I tried to keep track of my</p> <p>8 expenses, and then at the end of year it was like,</p> <p>9 okay, look, let's figure out where we're at with</p> <p>10 the finances and send them a bill, so to speak,</p> <p>11 and see what happens.</p> <p>12 Q And you were saying that this was</p> <p>13 probably a while prior --</p> <p>14 A I wouldn't say a while prior, but there</p> <p>15 was not a conversation that took place, that I</p> <p>16 believe, in December that says, hey, send us your</p> <p>17 expenses. I don't think that ever occurred</p> <p>18 between John Clark and anybody at ALPA. I think</p> <p>19 what happened, we got to the end of the year, we</p> <p>20 started looking at where we were going and stuff,</p> <p>21 and thought if we're even thinking about getting</p> <p>22 reimbursed, we got to submit something.</p> <p>23 Q Let me show you a document. I think you</p> <p>24 have created a nexus in my brain that maybe will</p> <p>25 make some sense to you now.</p>	<p>1 MARK HUNNIBELL</p> <p>2 AFTERNOON SESSION</p> <p>3 (Time Noted: 12:58 p.m.)</p> <p>4 (10/14/01 e-mail marked Plaintiffs'</p> <p>5 Exhibit 5 for identification.)</p> <p>6 THE VIDEOGRAPHER: 1:16, we're on the</p> <p>7 record.</p> <p>8 BY MR. PRESS:</p> <p>9 Q Mr. Hunnibell, when we broke I was</p> <p>10 searching for an exhibit, and I found it and I</p> <p>11 have marked it Exhibit 5.</p> <p>12 A Okay.</p> <p>13 MR. KATZ: Do you have copies of that</p> <p>14 for me?</p> <p>15 MR. PRESS: Oh, I'm sorry, yes.</p> <p>16 Q This, again, as you will note, is an</p> <p>17 ALPA document, and at the bottom you will see it's</p> <p>18 marked ALPA. It's an e-mail, it says, from John</p> <p>19 Clark to Jerry Mugerditchian, dated October 14,</p> <p>20 2001.</p> <p>21 A Okay.</p> <p>22 Q Have you ever seen this before?</p> <p>23 A Well, I was a recipient of it, so I</p> <p>24 probably saw it.</p> <p>25 Q That was going to be my next question.</p>
Page 103	Page 105
<p>1 MARK HUNNIBELL</p> <p>2 THE VIDEOGRAPHER: It's 12:20, we're</p> <p>3 going off the record.</p> <p>4 (Time noted: 12:15 p.m.)</p> <p>5 (Luncheon recess taken)</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 MARK HUNNIBELL</p> <p>2 A I see that I'm a CC on it.</p> <p>3 Q So you remember receiving this document?</p> <p>4 A I can't say that I remember receiving</p> <p>5 it. Like I think I previously testified, that I</p> <p>6 remember that this was something that we had been</p> <p>7 talking about for a while prior to the December</p> <p>8 letter. So I think -- I think it's possible that</p> <p>9 the December letter that you -- that was in</p> <p>10 Exhibit 3 talked about a spreadsheet, and I think</p> <p>11 that that is probably the spreadsheet that was</p> <p>12 attached to this.</p> <p>13 Q And specifically, you are referring to</p> <p>14 the next several pages that are attached to</p> <p>15 Exhibit 5?</p> <p>16 A Right. That is probably a printout of</p> <p>17 my work product.</p> <p>18 Q That is a spreadsheet you created, you</p> <p>19 think?</p> <p>20 A Probably, yes.</p> <p>21 Q And just for the record, it's a</p> <p>22 spreadsheet of the expenses that you had incurred</p> <p>23 trying to organize this campaign, right?</p> <p>24 A That's correct.</p> <p>25 Q And you sent that spreadsheet, or</p>

27 (Pages 102 to 105)

Brandon Smith Reporting

## Bensel v. Air Line Pilots

10/24/2006

Mark Hunnibell

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1 MARK HUNNIBELL  
 2 occurred in September of 2000. As I mentioned  
 3 earlier in my testimony, that was following the  
 4 failure of a tentative agreement that I had voted  
 5 in favor of, the President had adamantly  
 6 supported, that would be President Richard Lavoy.  
 7 And subsequent to the failure of that tentative  
 8 agreement, and I would say subsequent to this, not  
 9 in any relation to this, but subsequent to this,  
 10 President Woerth was invited there, I believe, by  
 11 President Lavoy. I believe that to be the case.  
 12 Nobody at APA, I don't think, pursued it, having  
 13 him come.

14 Other than that, as far as I know, I  
 15 don't know anything about it. I was surprised he  
 16 came, and I was surprised at what he said, but --

17 Q What surprised you as to what he said?

18 A The open overture of it. It was an open  
 19 session overture -- open session overture to the  
 20 American Airlines pilot group, and I was pleased.  
 21 It was a pleasant surprise, but I was surprised  
 22 nonetheless.

23 But I also had to say that to the extent  
 24 that you want to infer that my campaign in 2004,  
 25 as some people would, was about going back to

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1 MARK HUNNIBELL  
 2 ALPA, there was certainly that many number of  
 3 people who believed that that was Rich Lavoy's  
 4 hidden agenda, if you will. For all of these  
 5 years, he just wanted to go back to ALPA. I don't  
 6 think that was his purpose. I think his purpose  
 7 was to get the issue out in debate in front of the  
 8 membership to talk about it.

9 Q Was one of the purposes to somehow get  
 10 out of the \$45 million judgment that had been  
 11 leveled against --

12 A No. That was --

13 MR. KATZ: I am going to object to the  
 14 question. This witness has no way of knowing  
 15 what was in Captain Levoy's head.

16 MR. PRESS: You can know what comes out  
 17 of his mouth, though.

18 A It was an issue -- not personal motive.  
 19 His motive? No, I have no expectation that his  
 20 intent was to get ALPA to pay for that fine. That  
 21 was preposterous. But it was a factor, and it's  
 22 indicated in here, I think, somewhere about the  
 23 fine. There is some discussion about that fine.

24 Q It is.

25 A So it was an issue of debate what would

1 MARK HUNNIBELL  
 2 happen to it and things like that.  
 3 Q But the fine wasn't the driver for  
 4 inviting Captain Woerth to the board meeting?  
 5 A No. I think that -- I'm trying to  
 6 remember. There were a number of resolutions at  
 7 different domiciles over the summer or in January  
 8 that year saying, hey, listen, we got to look at  
 9 this, let's look at forming up a merger committee,  
 10 let's go to ALPA.

11 So I think that his appearance there  
 12 might have been triggered by President Levoy  
 13 looking at these resolutions being on the agenda  
 14 for the meeting and say, listen, we're going to  
 15 discuss this, let's have the guy come and talk to  
 16 us about it before we can make this a resolution.  
 17 I think that is the context of this problem.

18 Q Tell me if this is true or not: Was it  
 19 true that American Airlines wanted the APA off the  
 20 property because of the way the Reno merger was  
 21 handled?

22 A No, I don't think so. I don't think so.

23 Q You answered my question.

24 I'm going to hand you Exhibit 10.

25 (String of e-mails marked Plaintiffs'

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1 MARK HUNNIBELL  
 2 Exhibit 10 for identification.)  
 3 BY MR. PRESS:  
 4 Q Exhibit 10 is an e-mail -- well, the  
 5 first e-mail is dated November 21st of 2000 from  
 6 Sue Pyle. Who is she?  
 7 A She is the Executive Secretary.  
 8 Q And basically the next pages, it's a  
 9 long document, is this a transcript of Captain  
 10 Woerth's speech to the APA board on  
 11 October 27th, 2000?

12 A Well, presuming that this e-mail is  
 13 authentic, and I have no reason to believe it  
 14 isn't, it appears to be saying that this is the  
 15 transcript, and if there is anything you want to  
 16 correct, let us know. And a little bit of fluff  
 17 in there, but basically that is what he's saying.

18 There's a number of pages of the  
 19 transcript, and I think -- this transcript here  
 20 has the actual comments of the board in it, and I  
 21 think I made some comments at the meeting.

22 Q There is a comment attributed to you.

23 A Right, yes.

24 Q Have you seen this before?

25 A No.

41 (Pages 158 to 161)

Brandon Smith Reporting

Bensel v. Air Line Pilots

10/24/2006

Mark Hunnibell

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ERRATA SHEET

NAME OF CASE: BENSEL, ET AL., VS AIR LINE PILOTS  
ASSOCIATION

DATE OF DEPOSITION: OCTOBER 24, 2006

WITNESS: MARK HUNNIBELL

If there are any corrections to your deposition,  
indicate them on this sheet of paper, give the  
change, page number, line number, and reason for  
the change.

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Subscribed and sworn to before me  
this day of , 2006.

(Notary Public My Commission Expires

Brandon Smith Reporting Service  
44 Capitol Avenue  
Hartford, Connecticut 06106  
(860) 549-1850

Date: November 5, 2006

To: Allen P. Press, Esq.

Green Jacobson & Butsch, P.C.

Suite 700 Pierre Laclede Center

7733 Forsyth Boulevard

St. Louis (Clayton) Mo. 63105

In re Leroy Bensel Vs. Air Line Pilots Association

Deposition of: Captain Mark Hunnibell

Date taken: October 24, 2006

Dear Mr. Press:

Enclosed please find the original and your copy of  
the deposition of Capt. Mark Hunnibell that was  
taken on October 24, 2006. The witness wishes to  
read and sign the deposition.

If you have any questions, please call me.  
Sincerely,

Francoine Garb  
Court Reporter

cc: Daniel M. Katz, Esq.

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Brandon Smith Reporting

# Exhibit B

Major John B. Clark, JR. - December 1, 2006  
Leroy "Bud" BenseL, et al. vs. Air Line Pilots Association

Page 1

Cause No. 02-2917-JEI-AMD

IN THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY

-oOo-

LEROY "BUD" BENSEL, et al.,  
Plaintiffs,

vs.

AIR LINE PILOTS ASSOCIATION,  
Defendants.

=====

VIDEOTAPED DEPOSITION OF  
MAJ. JOHN B. CLARK, JR.

FRIDAY, DECEMBER 1, 2006

INCLINE VILLAGE, NEVADA

Reported by: KIMBERLY J. WALDIE, NV CCR #720, RPR  
CALIFORNIA CSR #8696

Major John B. Clark, JR. - December 1, 2006  
 Leroy "Bud" Bensel, et al. vs. Air Line Pilots Association

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<p>1 2 APPEARANCES OF COUNSEL:</p> <p>3 4 For the Plaintiffs:</p> <p>5 GREEN JACOBSON &amp; BUTSCH, P.C.          BY: ALLEN P. PRESS, ESQ.          7733 Forsyth Boulevard, Suite 700          Clayton, Missouri 63105</p> <p>7 For the Defendants:          (Appearing telephonically and via video conference          for a portion of the proceedings.)          KATZ &amp; RANZMAN, P.C.          10 BY: DANIEL M. KATZ, ESQ.          5028 Wisconsin Ave., N.W., Suite 250          Washington, D.C. 20016</p> <p>12 VIDEOGRAPHER:          BILL STEPHENS</p> <p>14 ALSO PRESENT:          LEROY "BUD" BENSEL</p> <p>15 16 17 18 19 20 21 22 23 24 25</p>	<p>1 EXHIBITS FOR IDENTIFICATION</p> <p>2 PAGE</p> <p>3 43 Document entitled "Ron, Heads Up!" 151</p> <p>4</p> <p>5 Witness's</p> <p>6 A Letter dated November 14, 2006, to 182          Mr. Press, Re: Subpoena for Bensel,          et al., v. Air Line Pilots Association</p> <p>7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
Page 3	Page 5
<p>1 INDEX</p> <p>2</p> <p>3 WITNESS EXAMINED BY PAGE</p> <p>4 MAJ. JOHN B. CLARK, JR. MR. PRESS 10</p> <p>5</p> <p>6</p> <p>7 EXHIBITS FOR IDENTIFICATION</p> <p>8</p> <p>9</p> <p>10 Plaintiff's</p> <p>11 34 Document entitled "ALPA Exploratory 20          Committee Election at Fall Board          Meeting"</p> <p>12</p> <p>13 35 Document entitled "AEC Continuing 26          Operations"</p> <p>14</p> <p>15 36 Subpoena in a Civil Case 29</p> <p>16</p> <p>17 37 Handwritten note on the letterhead of 33          Allied Pilots Association and related          document</p> <p>18</p> <p>19 38 Application for Delivery of Mail 99          Through Agent dated 5-4-01</p> <p>20</p> <p>21 39 Document entitled "Allied Pilots 113          Association Boston Domicile"</p> <p>22</p> <p>23 40 Document dated Sat., 29 Sep 2001, 141          Subject: Suggested examples for your          reps</p> <p>24</p> <p>25 41 Document dated Sat., 29 Sep 2001, 143          Subject: Urgent - Immediate Action          Required</p> <p>42 Document entitled "APA Information 144          Hotline"</p>	<p>1 CORRECTION LIST</p> <p>2 PAGE/LINE</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24 -oOo-</p> <p>25</p>

2 (Pages 2 to 5)



Major John B. Clark, JR. - December 1, 2006  
Leroy "Bud" Bensel, et al. vs. Air Line Pilots Association

Page 94	<p>1 document, it's got -- it says ALPA, and there's a</p> <p>2 number. Do you see that?</p> <p>3 A Uh-huh.</p> <p>4 Q And that would signify that Mr. Katz's law firm</p> <p>5 produced this. All right?</p> <p>6 A Okay.</p> <p>7 Q And this is the way the document came to me.</p> <p>8 A Okay.</p> <p>9 Q Did you forward this e-mail on to somebody at</p> <p>10 ALPA? Did you do that?</p> <p>11 A I can't tell you that. I have no idea.</p> <p>12 Q Right. Okay.</p> <p>13 A I mean it -- since, you know, it looks to me</p> <p>14 like whoever forwarded that information was redacted</p> <p>15 from the top of this, I don't know.</p> <p>16 Q Fair enough.</p> <p>17 A My guess is if Dennis Petretti was running for</p> <p>18 president, that this was sent to as many pilots at</p> <p>19 American Airlines as possible. Probably above</p> <p>20 90 percent of them. So I could have been a recipient of</p> <p>21 this, but I don't know that I was, and I couldn't tell</p> <p>22 you if I forwarded it.</p> <p>23 Q Fair enough. Now, if you look at the first</p> <p>24 paragraph of his e-mail --</p> <p>25 A Okay.</p>	Page 96	<p>1 exists that there may have been.</p> <p>2 Q But sitting here today you are not aware of</p> <p>3 any?</p> <p>4 A No.</p> <p>5 Q All right.</p> <p>6 A Nor was I back then.</p> <p>7 Q Now, you recall that there were two mailings</p> <p>8 that you and/or Mr. Hunnibell were involved in of</p> <p>9 campaign cards. Right?</p> <p>10 A Uh-huh.</p> <p>11 Q All right. And the first one was -- well, the</p> <p>12 first one, did it go to all the pilots, all the American</p> <p>13 Airline pilots?</p> <p>14 A It went to whatever distribution list Prima</p> <p>15 Data had.</p> <p>16 Q Prima Data, what -- what's that?</p> <p>17 A That's the firm that APA uses to send campaign</p> <p>18 mailers to. They provide the addresses of the pilots.</p> <p>19 Q That was your intention, to --</p> <p>20 A APA provides the list -- the distribution list</p> <p>21 to Prima Data, and Prima Data sends it to that list.</p> <p>22 You, as the candidate, don't get to see the list.</p> <p>23 Q Can anybody call Prima Data and get a copy of</p> <p>24 that list?</p> <p>25 A Absolutely not.</p>
Page 95	<p>1 Q -- Captain Petretti says, (Reading): I would</p> <p>2 like to preface my comments with the understanding that</p> <p>3 what I have -- should be "to say" -- what I have to say</p> <p>4 has to do with the recent and ongoing activity by APA</p> <p>5 leadership in rejoining ALPA.</p> <p>6 And my question is, as far as you know, what</p> <p>7 activity was ongoing by APA leadership to rejoin ALPA in</p> <p>8 April of 2001?</p> <p>9 A The ALPA Exploratory Committee was probably</p> <p>10 showing up in their mailboxes as he was sending this.</p> <p>11 That's it.</p> <p>12 Q That -- that was the only thing that the</p> <p>13 leadership was undertaking at that point?</p> <p>14 A That's it.</p> <p>15 Q All right. Other than you and Captain</p> <p>16 Hunnibell's effort, your grass roots campaign, if you</p> <p>17 will, was there anybody else at the APA that was working</p> <p>18 to organize the American pilots to join ALPA?</p> <p>19 A There may have been.</p> <p>20 Q And I know that you got some support along the</p> <p>21 way. But was there another, you know, significant</p> <p>22 effort underway that you know of?</p> <p>23 A There may have been.</p> <p>24 Q Can you tell me anything about it?</p> <p>25 A No. I'm saying there is -- the possibility</p>	Page 97	<p>1 Q That's proprietary to the union. Right?</p> <p>2 A Of course.</p> <p>3 Q Okay. And then there was a second mailing</p> <p>4 then. Was it your intention to mail to the same group</p> <p>5 of people at that time?</p> <p>6 A Yes.</p> <p>7 Q All right. Do you recall generally what the</p> <p>8 time frame was between the two mailings?</p> <p>9 A No.</p> <p>10 Q Was it more than six months?</p> <p>11 A No, because the election cycle is not that</p> <p>12 long.</p> <p>13 Q So it was less than six months?</p> <p>14 A I would say it was probably four to six weeks</p> <p>15 at the most.</p> <p>16 Q Okay.</p> <p>17 A If I recall that the cards were sent in late</p> <p>18 May or June, and you are showing me this saying that it</p> <p>19 was sent in mid-April, there's your four to six weeks.</p> <p>20 Q So sitting here and looking at the record that</p> <p>21 we have before us, you would -- you would draw the</p> <p>22 inference or -- let me start over and ask a real</p> <p>23 question.</p> <p>24 From everything that you know and you've seen</p> <p>25 today, you would believe that the first mailer went out</p>

25 (Pages 94 to 97)



Major John B. Clark, JR. - December 1, 2006  
Leroy "Bud" Bensel, et al. vs. Air Line Pilots Association

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<p>1 somewhere in -- in April and the second mailer went out 2 somewhere in May or June? 3 A Yes. 4 Q Okay. Now, the first mailer, the cards got -- 5 you explained got chewed up in the post office equipment 6 somehow? 7 A Yeah. The cards were too small, so the second 8 ones we -- we sent out were a little bit larger. They 9 had to be small enough to fit in an -- in an envelope. 10 Q So you guys -- maybe not you personally, but -- 11 or maybe you did do this. Who stuffed the envelopes 12 with the cards? 13 A Prima Data. 14 Q Prima Data did all that. The card hadn't been 15 chewed up yet when it was shoved in the envelope. 16 Right? 17 A We didn't find that out until we started 18 receiving them. 19 Q When they got returned to you, they would get 20 chewed up. That was the problem? 21 A Yes. 22 Q So people were responding to your first mailer. 23 Right? 24 A Yes. 25 Q In a favorable way as far as you thought?</p>	<p>1 office box for your campaign cards that get delivered to 2 you? Would that be fair? 3 A No, that's incorrect. 4 Q Tell me what it's for then. 5 A This is to establish the Business Reply Mail 6 account and tell them where the delivery -- or where -- 7 what the address of the campaign is, and where those 8 cards would be going. So no. The post office box we 9 had was not at the U.S. Post Office in Redondo Beach, 10 California. It was at a Mailboxes Et Cetera -- 11 Q Okay. 12 A -- on Artesia Boulevard. But this is a post 13 office form, and this is for a Business Reply Mail 14 account -- 15 Q Okay. And -- 16 A -- otherwise known as BRM. 17 Q And -- and by setting up this business reply 18 account -- what? -- do you get some favorable postage 19 rates or something like that? What's the -- what's the 20 point? 21 A No. When you get something in the mail that 22 says "no postage required" on it, and it has a permit 23 number on it, that's a BRM account. Okay? So anybody 24 who wants to establish a BRM account through the United 25 States Post Office has to go through a plethora of</p>
Page 99	Page 101
<p>1 A Well, if they sent a card in, that was 2 favorable, yes. 3 Q Okay. 4 A But not all of them were favorable responses. 5 But yes. 6 MR. PRESS: I've got a document -- Mr. Katz, 7 I'm going to mark -- it's a one-page document. It's got 8 the date May 4th, 2001, on top. It's a post office 9 document. This was faxed to your office today. 10 MR. KATZ: Okay. Yeah. I have that. 11 MR. PRESS: Good. I'm going to mark it 12 Exhibit 38, and I'm going to hand it to Mr. Clark. 13 (Exhibit 38 marked for 14 Identification.) 15 Q MR. PRESS: I've handed you Exhibit 38. Is -- 16 well, you see the date up there in the top right, May 17 4th, '01? 18 A Yep. 19 Q And is that your signature on the bottom 20 right-hand corner? 21 A Yes. 22 Q And this was some form that you filled out with 23 the United States Post Office. Right? 24 A Yeah, in Redondo Beach, California. 25 Q And the purpose of this was to set up a post</p>	<p>1 paperwork to establish that account. 2 Q All right. 3 A Which is what I did. And this is one of many 4 of the pieces paper that I filled out with the Redondo 5 Beach post office to establish the BRM account, and then 6 tell them what address was going to be printed on those 7 cards, which is the address you see here. Okay? And 8 that's where the cards were going to be going. 9 But when you establish a BRM account, you put 10 money into the -- into escrow with the United States 11 Post Office, and then as the cards came in, they would 12 deduct off of -- off of that escrow account, they would 13 take the money. 14 Q Who holds the escrow? The post office? 15 A Post office. 16 Q How do you -- how do you figure out how much 17 money to put in escrow? Is that based upon how many 18 mailers you make? 19 A I think they set a minimum, especially for 20 someone who had never had a BRM account before. 21 Q Now, the money that funded that escrow account, 22 that came from you personally? 23 A Yes, yeah. It was my funds. And I can't 24 remember how much it was. 25 Q Okay. So this was all work you did as part of</p>

26 (Pages 98 to 101)

Major John B. Clark, JR. - December 1, 2006  
Leroy "Bud" Bensel, et al. vs. Air Line Pilots Association

Page 186	Page 188
<p>1 and sign the deposition and make any corrections.</p> <p>2 THE WITNESS: I'll make corrections if</p> <p>3 they're -- if those are -- any need to be made and then</p> <p>4 I will sign the corrected copy.</p> <p>5 MR. PRESS: Right on. That's it.</p> <p>6 THE WITNESS: Okay.</p> <p>7 THE VIDEOGRAPHER: This concludes the</p> <p>8 deposition of John Clark on December 1st, 2006. The</p> <p>9 time going off record is 5:57 p.m.</p> <p>10 (The proceedings concluded at 5:57 P.M.)</p> <p>11</p> <p>12</p> <p>13</p> <p style="text-align: center;">MAJ. JOHN B. CLARK, JR.</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1</p> <p>2</p> <p>3 STATE OF _____)</p> <p>4 ) ss.</p> <p>5 COUNTY OF _____)</p> <p>6</p> <p>7 I, _____, a notary</p> <p>8 public in and for the County of _____,</p> <p>9</p> <p>10 State of _____, do hereby certify:</p> <p>11</p> <p>12 That on the _____ day of _____,</p> <p>13 2006 before me personally appeared MAJ. JOHN B. CLARK,</p> <p>14 JR., whose deposition appears herein;</p> <p>15 That any changes in form or substance desired</p> <p>16 by the witness were entered upon the deposition by the</p> <p>17 witness;</p> <p>18 That the witness thereupon signed the</p> <p>19 deposition under penalty of perjury.</p> <p>20</p> <p>21 Dated: At _____,</p> <p>22 This _____ day of _____, 2006.</p> <p>23 _____</p> <p>24</p> <p>25</p>
<p style="text-align: center;">Page 187</p> <p>1 I, KIMBERLY J. WALDIE, a Certified Shorthand</p> <p>2 Reporter licensed in the State of California and the</p> <p>3 State of Nevada, do hereby certify:</p> <p>4 That on FRIDAY, DECEMBER 1, 2006, at the Hyatt</p> <p>5 Regency Lake Tahoe, 111 Country Club Drive, Incline</p> <p>6 Village, Nevada, personally appeared MAJ. JOHN B. CLARK,</p> <p>7 JR., who was duly sworn to testify and deposed in the</p> <p>8 matter entitled herein;</p> <p>9 That said deposition was taken in verbatim</p> <p>10 stenotype notes by me, a Certified Shorthand Reporter,</p> <p>11 and thereafter transcribed into typewriting as herein</p> <p>12 appears;</p> <p>13 That the foregoing transcript, consisting of</p> <p>14 pages 1 through 186, is a full, true and correct</p> <p>15 transcription of my stenotype notes of said deposition</p> <p>16 to the best of my knowledge, skill and ability.</p> <p>17 I further certify that I am not a relative or</p> <p>18 employee of counsel of any of the parties, nor</p> <p>19 a relative or employee of any party involved in said</p> <p>20 action, nor financially interested in the action.</p> <p>21 At the conclusion of the proceedings the</p> <p>22 witness requested the transcript be e-mailed to him.</p> <p>23 Dated at Reno, Nevada, this 11th day of</p> <p>24 December, 2006.</p> <p>25</p> <p style="text-align: center;">KIMBERLY J. WALDIE, CSR No. 8696 NV CCR #720, RPR</p>	<p style="text-align: center;">Page 189</p> <p>1</p> <p>2 OFFICER'S ACTIONS RE SIGNING OF DEPOSITION</p> <p>3 PURSUANT TO NEVADA RULES OF CIVIL PROCEDURE</p> <p>4</p> <p>5 DATE</p> <p>6 12-11-06 AT DIRECTION OF COUNSEL THE WITNESS WAS</p> <p>7 SENT AN E-MAIL OF THE TRANSCRIPT</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12 WITNESS SIGNED DEPO</p> <p>13</p> <p>14 ORIGINAL SENT TO</p> <p>15</p> <p>16 OTHER ACTIONS</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____</p> <p>21 _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 _____</p> <p>25 _____</p>

48 (Pages 186 to 189)

# Exhibit C

**In The Matter Of:**

*Bensel v.  
Air Line Pilots Association*

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*JEFFREY BRUNDAGE*

*Vol. 1*

*September 12, 2008*

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Page 1	Page 3
<p>1 IN THE UNITED STATES DISTRICT COURT</p> <p>2 FOR THE DISTRICT OF NEW JERSEY</p> <p>3</p> <p>4 LEROY "BUD" BENSEL, et al.</p> <p>5 Plaintiffs</p> <p>6 vs. Civil Action No.</p> <p>7 AIR LINE PILOTS ASSOCIATION 02-2917 (JEI)</p> <p>8 Defendant</p> <p>9 _____/</p> <p>10</p> <p>11</p> <p>12 The Videotaped deposition of JEFF BRUNDAGE</p> <p>13 was held on Friday, September 12, 2008, commencing at</p> <p>14 9:02 a.m., at the Law Offices of Morgan, Lewis &amp;</p> <p>15 Bockius, 1111 Pennsylvania Avenue, N.W., Washington,</p> <p>16 D.C. 20004, before Robert A. Shocket, a Notary Public.</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24 REPORTED BY: Robert A. Shocket</p>	<p>1 APPEARANCES CONTINUED:</p> <p>2</p> <p>3</p> <p>4 ON BEHALF OF AMERICAN AIRLINES AND</p> <p>5 DEPONENT, JEFF BRUNDAGE:</p> <p>6 DONALD L. HAVERMANN, ESQUIRE</p> <p>7 Morgan, Lewis &amp; Bockius</p> <p>8 1111 Pennsylvania Avenue, N.W.</p> <p>9 Washington, D.C. 20004</p> <p>10 Telephone: 202-739-5072</p> <p>11 Facsimile: 202-739-3001</p> <p>12 E-mail: dhavermann@morganlewis.com</p> <p>13</p> <p>14</p> <p>15 ALSO PRESENT: FRANCIS C. HEIL, ESQUIRE</p> <p>16 Senior Attorney American Airlines</p> <p>17</p> <p>18</p> <p>19 ALSO PRESENT: DAVID VOIGTSBERGER, Videographer</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>
Page 2	Page 4
<p>1 A P P E A R A N C E S:</p> <p>2</p> <p>3 ON BEHALF OF THE PLAINTIFFS:</p> <p>4 LISA J. RODRIGUEZ, ESQUIRE</p> <p>5 NICOLE M. ACCHIONE, ESQUIRE</p> <p>6 Trujillo, Rodriguez &amp; Richards, LLC</p> <p>7 258 Kings Highway East</p> <p>8 Haddonfield, New Jersey 08033</p> <p>9 Telephone: 856-795-9002</p> <p>10 E-mail: nacchione@trrlaw.com</p> <p>11</p> <p>12</p> <p>13 ON BEHALF OF THE DEFENDANT:</p> <p>14 DANIEL M. KATZ, ESQUIRE</p> <p>15 Katz &amp; Ranzman, P.C.</p> <p>16 4530 Wisconsin Avenue, N.W.</p> <p>17 Suite 250</p> <p>18 Washington, D.C. 20016</p> <p>19 Telephone: 202-659-4656</p> <p>20 E-mail: danielmkatz@comcast.net</p> <p>21</p> <p>22</p> <p>23</p> <p>24 (APPEARANCES CONTINUED ON THE NEXT PAGE)</p>	<p>1 I N D E X</p> <p>2 Deposition of Jeff Brundage</p> <p>3 September 12, 2008</p> <p>4</p> <p>5 Examination by: Page</p> <p>6 Ms. Rodriguez 6,77</p> <p>7 Mr. Katz 56</p> <p>8</p> <p>9</p> <p>10 Exhibit No. Marked</p> <p>11 Plaintiffs':</p> <p>12 193 Analyst Presentation 15</p> <p>13 194 Letter, 3/30/01 23</p> <p>14 195 Memo, 3/27/01 26</p> <p>15 196 Bates ALPA 035088-92 36</p> <p>16 197 Bates ALPA 036716-28 51</p> <p>17</p> <p>18 Defendants':</p> <p>19 200 Letter, 10/12/01 68</p> <p>20 201 Letter 10/24/01 72</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>

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1 immediately prior to the agreement, the acquisition  
2 agreement being signed. And I believe that Ann and  
3 Chuck Marlette, who was, worked in the legal department  
4 at American, were in meetings and that's how this  
5 letter was exchanged.  
6 Q When, do you know if this is the first time  
7 that the TWA MEC heard about the reasonable best  
8 efforts language?  
9 A I don't know. I have no way to know that.  
10 Q Did you talk to anybody at the TWA MEC or  
11 ALPA about what exactly you meant by the reasonable  
12 best efforts?  
13 A Well, there was, there was plenty of  
14 discussion. And I'm going to jump forward a little bit  
15 but there was also then an arbitration.  
16 Q And I know about the arbitration but again  
17 I'm trying to focus on this timeframe, the March, April  
18 timeframe prior to the waiver of scope. Were there any  
19 discussions with anybody at ALPA or the TWA MEC about  
20 what exactly was entailed, what you meant by the  
21 reasonable best efforts?  
22 A Prior to this letter being provided we were  
23 still in the period where the TWA labor relations folks  
24 were handling the discussions. So, I have no knowledge

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1 of any discussions prior to this letter.  
2 MS. RODRIGUEZ: Oh, shoot.  
3 MR. HAVERMANN: Is that it?  
4 MS. RODRIGUEZ: Yeah.  
5 (Plaintiffs' Deposition Exhibit Number 195  
6 was marked for purposes of identification.)  
7 MR. HAVERMANN: You gave me two.  
8 BY MS. RODRIGUEZ:  
9 Q Do you recognize this document, Mr.  
10 Brundage?  
11 A If you would give me a second to read  
12 through it.  
13 Q Sure.  
14 A It's not something that's obvious. Well,  
15 it appears to be a memo that I wrote.  
16 Q Do you --  
17 A And considering that it was written in  
18 March of 2001, and I have written a few memos since  
19 then, it's, on its face I'll just assume that it's  
20 correct.  
21 Q Do you know why you, do you have any  
22 recollection as to why you wrote this other than this  
23 status update; who were you writing it to?  
24 A It appears as though it would have been to

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1 our pilot group. And, I imagine that it was to update  
2 them on our interest in reaching an agreement that made  
3 sense for the company but that would not in any way  
4 create friction as a result of offering employees jobs  
5 from TWA.  
6 Q Do you know how this memo was transmitted  
7 to the American Airline pilots?  
8 A No idea.  
9 Q Is there typically a way that -- do you  
10 typically correspond with pilots?  
11 A Yeah. We, we use, we use telephone, we use  
12 e-mail, we, you know, normal, regular interaction with  
13 the pilots was a, just a normal thing.  
14 Q On the last page of this memo -- one, two,  
15 three -- the third paragraph from the bottom, it talks  
16 about the merged pilot seniority as part of APA's  
17 responsibility, you don't have a say in seniority  
18 integration.  
19 A Uh-huh.  
20 Q Do you see that?  
21 A Uh-huh.  
22 Q Was that a concept that had been conveyed  
23 to ALPA?  
24 A The, Terry Hayes would have been very clear

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1 with ALPA in his discussions as to why we wanted to  
2 have certain provisions removed, American desired to  
3 have certain provisions removed from the ALPA scope  
4 agreement, to go forward with the transaction. So, I  
5 mean, knowing what a, almost religious issue scope is  
6 with pilot groups, I can't fathom for a moment that  
7 from the time Terry made the first request to the TWA  
8 MEC that they didn't absolutely understand with  
9 complete certainty the reasoning for a request to  
10 remove the scope language on Allegheny-Mohawk. I mean,  
11 that, that's, that is the pillar and key concept in the  
12 scope language of those agreements so the pilots at  
13 each of those airlines spent a lot of time getting that  
14 information into the agreements.  
15 Q Were you involved at all in the, the  
16 American Airlines decision to acquire parts of USAir.  
17 A I was.  
18 Q And was there the same issue with regard to  
19 Allegheny-Mohawk rights in that decision?  
20 A There was.  
21 Q And was there a decision to, if that  
22 transaction was consummated, to allow USAir pilots to  
23 regain their Allegheny-Mohawk rights?  
24 A Well, I'll do my best. The USAir

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1 transaction, if I remember, had two or three  
2 alternatives as to how we would move forward and United  
3 was considering acquiring USAir and wanted to divest a  
4 portion of the USAir assets. We recognized that the  
5 USAir, our ability to take both aircraft and people  
6 from USAir had the exact same problems associated with  
7 it that the TWA transaction did.

8 And if I remember the transaction  
9 correctly, there were a certain number of airplanes  
10 that we would take without any people but then there  
11 was, I think it was 757s; there were a number of 757s  
12 that United and USAir insisted that if we were to  
13 acquire those aircraft we would have to take the people  
14 with them.

15 And the USAir contract had the same type of  
16 Allegheny-Mohawk language in it. And we went to our  
17 pilot group and said, look, we recognize that your  
18 agreement doesn't provide for this, we recognize that  
19 this is not something that, you know, we asked them if  
20 they would waive it and they immediately said  
21 absolutely not and so we said, well, what we'll do is  
22 we'll try to convince you and your pilots that it makes  
23 sense to take these aircraft and if you agree, then  
24 what you will agree to do is take these pilots and use

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1 Allegheny-Mohawk provisions to integrate them. That  
2 never happened.

3 Let me say it differently. We explicitly  
4 told the pilots that it was really their decision  
5 whether we were going to take those 757s because the  
6 decision hinged on their willingness to integrate any  
7 USAir pilots that came with those aircraft using an  
8 Allegheny-Mohawk type process. And they told us,  
9 first, the transaction didn't close but they also told  
10 us they weren't willing to do that.

11 Q Are you familiar with the 1113 process at  
12 all?

13 A Yes.

14 Q And what's your familiarity based on?

15 A Well, I worked for an airline -- I was a  
16 line pilot -- that went bankrupt so I got a little  
17 taste of 1113 and that process and obviously the events  
18 of the industry over the past four or five years, it's  
19 been debated pretty heavily.

20 Q Did you talk to Terry Hayes prior to TWA  
21 filing their 1113 motion?

22 A I, today I have no idea what the date of  
23 their filing was versus when I began to talk to Terry  
24 Hayes, but so, I can't, I can't put that timing in

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1 place for you.

2 Q Well, prior to April 10th did you have any  
3 discussions with Terry Hayes about the filing of the  
4 1113 motion?

5 A Sure.

6 Q What did you, what do you recall discussing  
7 with him?

8 A Well, American was very interested in  
9 acquiring the assets and if we -- if we were unable to  
10 negotiate a resolution with the TWA management, meaning  
11 that they were able to change their agreements to make  
12 them compliant with our request, one of the options  
13 would have been for TWA to have gone into the  
14 bankruptcy court and attempted to reject the TWA  
15 collective bargaining agreements. And, had that  
16 occurred, it had the possibility of clearing the way  
17 for us to acquire the assets without these onerous  
18 provisions that would have prevented the transaction.

19 Q Did you ever talk to Terry Hayes about the  
20 willingness of American to wait out the 1113 process?

21 A My recollection is that we were very  
22 anxious to conclude the transaction. And if you ask me  
23 what caused us to be anxious, I'm not sure I could tell  
24 you but I can tell you that having worked through that

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1 period of time we were very anxious to conclude the  
2 transaction and we were not interested in a long,  
3 drawn-out process. I don't know if that's responsive  
4 but that's the best of my memory.

5 Q Did you ever give them a drop-dead date?

6 And let me start, did you ever give Terry Hayes a  
7 drop-dead date for resolving the collective bargaining  
8 agreement issues?

9 A Well, your word's drop-dead date. I think  
10 we said to Terry on numerous occasions that this can't  
11 drag out and the commercial side had contemplated a  
12 date for closing and that would have been the date by  
13 which he needed to achieve either through collective  
14 bargaining or through an 1113 process the changes to  
15 the agreements. So, it was critical and there were  
16 dates but the dates were around the transaction.

17 Q And you don't recall the dates?

18 A No.

19 Q Was there a concern or did you have a  
20 concern that the TWA pilots could strike if the 1113  
21 motion was granted in its totality?

22 A That was a highly debated point of law that  
23 I think people felt was unanswered in the courts and I  
24 think that the majority of folks who counsel management



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<p style="text-align: right;">Page 41</p> <p>1 --</p> <p>2 Q And I'm not referring to wages. I'm</p> <p>3 talking about --</p> <p>4 A But from a training perspective, yes, it</p> <p>5 would, it would be, the most economically advantageous</p> <p>6 way would be to not have to retrain anybody, to allow</p> <p>7 everyone to just remain in their piece of equipment and</p> <p>8 fly. And, and because seniority governs which piece of</p> <p>9 equipment you fly and those kind of things, it would</p> <p>10 cost more to retrain everybody as a result of putting</p> <p>11 all of the TWA pilots on the bottom of the list, if</p> <p>12 that's --</p> <p>13 Q So you would never, even, even in the face</p> <p>14 of APA opposition you would never engage in a</p> <p>15 transaction where all the pilots in an acquired airline</p> <p>16 were stapled to the bottom of list? Let me be</p> <p>17 specific. Even in the face of APA opposition it just</p> <p>18 didn't make economic sense for American to staple all</p> <p>19 the TWA pilots to the bottom of the list?</p> <p>20 A We, we understood when we undertook the TWA</p> <p>21 acquisition that, in fact, that might be the result.</p> <p>22 And, that was in fact the result for the flight</p> <p>23 attendants from TWA, different work group, different</p> <p>24 issues but --</p>	<p style="text-align: right;">Page 43</p> <p>1 the training issue is one of the costs but the</p> <p>2 commercial folks look at all of those costs in the</p> <p>3 aggregate and they look at what they think the revenue</p> <p>4 synergies are going to be and it's just part of doing</p> <p>5 business to have those costs.</p> <p>6 I mean, you calculate them, you estimate</p> <p>7 them, you bake it into the overall economics of the</p> <p>8 deal and you make a determination whether the deal</p> <p>9 makes sense or not. So, no one would look, look at</p> <p>10 that issue in isolation. That, that issue is one of</p> <p>11 the economic factors of making your decision to either</p> <p>12 acquire the assets or not, in this case.</p> <p>13 Q So when you came up with the reasonable</p> <p>14 best efforts language in that framework, what did you</p> <p>15 intend to do; what did you intend that language to</p> <p>16 mean?</p> <p>17 A Well, I mean, maybe a moment's review of</p> <p>18 how we got to the, that language. It was clear that</p> <p>19 the TWA pilots were very concerned about how they would</p> <p>20 be treated once they were acquired. And I'm going to</p> <p>21 give you my opinion. My opinion was that they had a</p> <p>22 choice between unemployment and potentially no piloting</p> <p>23 careers and the opportunity to come to work for</p> <p>24 American.</p>
<p style="text-align: right;">Page 42</p> <p>1 Q Different training issues?</p> <p>2 A Different training issues but, but going in</p> <p>3 --</p> <p>4 Q Different economic issues?</p> <p>5 A Different economic issues but going into</p> <p>6 the transaction, we fully understood that that was</p> <p>7 probably the likely outcome. So, and the reason I say</p> <p>8 that is by requiring TWA to remove the Allegheny-Mohawk</p> <p>9 integration scope language, we recognize that when we</p> <p>10 employed people as part of that asset acquisition, that</p> <p>11 it would be the American Airlines, we call it the Green</p> <p>12 Book -- that's our, our short-term, shorthand for the</p> <p>13 pilot contract -- that the seniority section of that</p> <p>14 agreement would govern and that unless the pilots</p> <p>15 themselves chose to provide us with a seniority list</p> <p>16 that provided integration, some dovetailing</p> <p>17 integration, we were going to end up with all of the</p> <p>18 TWA pilots as the last pilots on the list. So, we knew</p> <p>19 that going in. In fact, that, I would call it, that</p> <p>20 was the stake in the ground.</p> <p>21 Q And you would do that even if it was more</p> <p>22 costly for American to do it that way?</p> <p>23 A Well, you know, there are all kinds of</p> <p>24 costs associated with integrating carriers. And, yes,</p>	<p style="text-align: right;">Page 44</p> <p>1 And, so, that was the overriding</p> <p>2 consideration for them but once, once they made the</p> <p>3 decision that recognizing there was the real</p> <p>4 possibility that they would end up losing their</p> <p>5 captains jobs and end up on the bottom of the American</p> <p>6 list, they worked very hard to try to create the best</p> <p>7 possible opportunity for themselves when they came</p> <p>8 over. And they wanted, they, we had said to our</p> <p>9 employees we will not conclude a transaction that</p> <p>10 requires a seniority integration or arbitration or the</p> <p>11 use of Allegheny-Mohawk, the transaction will not take</p> <p>12 place if that ends up being a condition.</p> <p>13 And, you know, I personally went on road</p> <p>14 shows across the country and literally made those</p> <p>15 assurances in person to, to our folks so that it was</p> <p>16 very clear what our position was. And I think that TWA</p> <p>17 pilots were very anxious to say to us, okay, we'll</p> <p>18 accept the terms that you require for us to be able to</p> <p>19 continue to be employed as pilots but we'd like you to</p> <p>20 help us. Do the best that you can, use whatever effort</p> <p>21 you can to help us get a better seniority deal from the</p> <p>22 APA.</p> <p>23 And, you know, we, they, they initially</p> <p>24 tried to get us to include Allegheny-Mohawk. I mean,</p>



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1 BY MR. KATZ:  
2 Q I have a few questions on behalf of ALPA.  
3 I take it from what you've been saying this morning,  
4 Mr. Brundage, that American was not bluffing about  
5 walking away from this transaction unless the scope  
6 provisions of the union contracts at TWA were waived or  
7 eliminated by the bankruptcy court?  
8 A Yeah. Not only was it not a bluff, it  
9 wasn't even open for negotiation.  
10 Q And, did you do everything within your  
11 powers of articulation to make that clear to Terry  
12 Hayes?  
13 A Absolutely.  
14 Q And, to the best of your knowledge, did he  
15 attempt to communicate American's position as  
16 effectively as he could to the representatives of the  
17 Air Line Pilots Association?  
18 A I assume he did, especially based, that we  
19 now know the outcome, that they elected to eliminate  
20 those provisions voluntarily.  
21 Q On August the 28th the Plaintiffs conducted  
22 a deposition of Randy Babbitt concerning his role in  
23 advising the TWA MEC. As you may be aware, he was, he  
24 had then established Eclat Consulting Firm in January,

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1 February, March of 2001. He testified to some  
2 conversations that he had on the phone with you. Do  
3 you recall any conversations with Randy Babbitt during  
4 that period of time?  
5 A I do.  
6 Q Would you describe what you remember of  
7 them?  
8 A Well, Randy had been asked to help the, in  
9 his role as Eclat had been asked to help the TWA MEC.  
10 And I, you know, I don't know what that role was but I  
11 assume he was just an external adviser to the MEC.  
12 And, Randy had contacted me. And we had talked on a  
13 number of occasions. And I think what Randy was trying  
14 to figure out was to see if I could provide any insight  
15 as to what the APA may do from my position as the  
16 management guy who dealt with them. And, so, you know,  
17 I, I essentially made it very clear to Randy that the  
18 base case was probably that they would put the TWA  
19 pilots on the bottom of the list.  
20 Q Did you in any of these conversations with  
21 Captain Babbitt give him any indication that American  
22 was negotiable about the elimination of the TWA union's  
23 merger protections?  
24 A Quite to the contrary, was absolutely clear

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1 with Randy that those pilots in all likelihood would be  
2 unemployed if those conditions weren't removed from the  
3 agreement because we fully expected that TWA would  
4 liquidate and there would be no jobs. And my  
5 conversations with Randy were, you know, if you're  
6 going to try to help these guys, you better get them to  
7 understand that the only way they're going to be flying  
8 as pilots is if they figure out how to get rid of these  
9 provisions.  
10 Q I represented the AirCal pilots in 1987 in  
11 their seniority negotiations with the Allied Pilots  
12 Association and we ended up with an agreement that had  
13 terms like hard fence and porous fence in it. Are you  
14 familiar with those terms, hard fence and porous fence?  
15 A I am.  
16 Q Would you describe generally what they  
17 would mean with respect to the TWA-American  
18 transaction?  
19 A Well, if the, while the airlines were being  
20 combined and prior to a final integration and operating  
21 process, and even beyond the integration if a fence  
22 was, in fact, established, it would define what jobs  
23 and what opportunities in the American system that the  
24 TWA pilots would have access to.

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1 So, if it was a hard fence, I, you can  
2 think about it as an area in which the TWA pilots would  
3 have opportunity but beyond that area, meaning captains  
4 jobs, flying opportunities, holidays, all kind of  
5 conditions, they wouldn't have any access to that. And  
6 then a porous fence would be a situation where the same  
7 kind of conditions would apply but on some negotiated  
8 terms certain pilots who were identified would be able  
9 to move through the fence and go over and begin to take  
10 advantage of the larger American Airlines system in  
11 this case.  
12 Q All right. The Plaintiffs' lawyer gave you  
13 a document which was marked as Exhibit 190 -- let me  
14 make sure I got the right one -- 195, which was a memo  
15 that you wrote to the American pilots on March 27th,  
16 2001.  
17 A Yep.  
18 Q And on the second page, the bottom two  
19 paragraphs talk about what might happen if this  
20 transaction is consummated and there's some kind of  
21 opportunity for integration of TWA pilots into the  
22 American system. I'm going to give you a minute just  
23 to read that over.  
24 A Okay.

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<p style="text-align: right;">Page 69</p> <p>1 A That's correct.</p> <p>2 Q And, it says Roland Wilder briefed you on</p> <p>3 the seniority discussions, is that correct?</p> <p>4 A Yes, that's correct.</p> <p>5 Q And then the ALPA TWA MEC representatives</p> <p>6 asked you to review a number, additional processes that</p> <p>7 included arbitration, facilitation and negotiation; do</p> <p>8 you recall that?</p> <p>9 A I do.</p> <p>10 Q And do you recall what your response was?</p> <p>11 A This, this letter is representative of my</p> <p>12 frustration at this point because we had worked very</p> <p>13 hard to try to get the APA folks to engage in a</p> <p>14 discussion and the TWA folks just seemed to be</p> <p>15 stalling, posturing and making it impossible to get a</p> <p>16 meeting together. So, you know, they came in and</p> <p>17 essentially proposed Allegheny-Mohawk, if I remember</p> <p>18 correctly, in some form, and, I mean, I was pretty</p> <p>19 short with them and said, you know, that's been off the</p> <p>20 table since the beginning of the year, get off it. If</p> <p>21 you want to do something, get busy and get something</p> <p>22 done but this is nonsense.</p> <p>23 Q So the idea of an arbitration was gone at</p> <p>24 that point?</p>	<p style="text-align: right;">Page 71</p> <p>1 management and this was the effort and all of a sudden</p> <p>2 they proposed that the fact that a meeting is even</p> <p>3 going to take place is going to be confidential and</p> <p>4 that horse had left the barn as well.</p> <p>5 Q In terms of the company's reasonable best</p> <p>6 efforts to encourage an agreement between the</p> <p>7 representatives of the two pilot groups, would this</p> <p>8 meeting that you were proposing to facilitate have</p> <p>9 constituted an element in the company's reasonable best</p> <p>10 efforts?</p> <p>11 A Well, we had met our obligation with, under</p> <p>12 the letter that we provided to the TWA MEC folks that I</p> <p>13 believe it was Ann McNamara provided very early in the,</p> <p>14 in the, in the process. We had moved at this point</p> <p>15 into the practical realm of meeting to expeditiously</p> <p>16 get the, this integration concluded. The economy was</p> <p>17 starting to move away from us. There were numerous</p> <p>18 challenges. You know, we, we had gotten to the point</p> <p>19 where nine eleven had occurred. I mean, the world had</p> <p>20 changed dramatically.</p> <p>21 So, this was now the practical effort to</p> <p>22 work towards getting this, these two airlines put</p> <p>23 together. So I, I would not describe it as part of our</p> <p>24 reasonable best efforts. This was a practical labor</p>
<p style="text-align: right;">Page 70</p> <p>1 A Long gone.</p> <p>2 Q And you made that clear to the TWA MEC</p> <p>3 representatives?</p> <p>4 A Crystal clear.</p> <p>5 Q The bottom paragraph on the first page says</p> <p>6 that you invited the ALPA representatives to a meeting</p> <p>7 the next day, in which you planned to facilitate talks</p> <p>8 between the two pilot groups' representatives?</p> <p>9 A Yes.</p> <p>10 Q That meeting never occurred, did it?</p> <p>11 A No.</p> <p>12 Q Would you explain why?</p> <p>13 A The, I read this pretty quickly but I think</p> <p>14 I referred to the fact that they were, the people that</p> <p>15 came to the meeting were unable to commit. They said</p> <p>16 they would have to go back and talk to the MEC. And</p> <p>17 then the next thing I received was a confidentiality</p> <p>18 agreement that, being refreshed by the letter, you</p> <p>19 know, was very frustrating because this had, we had</p> <p>20 broad discussions about having this meeting and getting</p> <p>21 the meeting set up and who was going to attend and then</p> <p>22 they produced this confidentiality agreement which was</p> <p>23 impossible for me to sign.</p> <p>24 I mean, I discussed this with members of</p>	<p style="text-align: right;">Page 72</p> <p>1 relations effort to do what was necessary because we</p> <p>2 had two airlines and we had to get them together.</p> <p>3 Q And, Mr., Captain Pastore showing up</p> <p>4 without the ability to talk about these issues, was</p> <p>5 that helpful to the process of resolving these</p> <p>6 practical issues?</p> <p>7 A It just looked like a dodge. It looks like</p> <p>8 they were just delaying for some reason.</p> <p>9 MR. KATZ: I would like to show you one</p> <p>10 other document. This one is, let's call this ALPA</p> <p>11 exhibit 201.</p> <p>12 (Defendant ALPA Deposition Exhibit Number</p> <p>13 201 was marked for purposes of identification.)</p> <p>14 BY MR. KATZ:</p> <p>15 Q Do you remember writing this letter dated</p> <p>16 October 24, 2001, to Captain Pastore?</p> <p>17 A I do.</p> <p>18 Q And can you tell us anything about the</p> <p>19 letter?</p> <p>20 A We had spent the previous, I think probably</p> <p>21 Saturday, Sunday, Monday over at the Mayflower here in</p> <p>22 town, in Washington, attempting to reach an agreement</p> <p>23 on seniority. The, we, that didn't happen. When we</p> <p>24 broke, I went back to, with my team back to Texas. The</p>

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1 TWA MEC remained here in Washington and committed to  
2 continue to work because it's my understanding that  
3 they had some real differences of opinion within the  
4 MEC as to what they should or how they should proceed.  
5 Captain Pastore had agreed that he would keep us posted  
6 as to their progress.

7 And I received, I believe, a fax prior to  
8 this where the TWA MEC said that they would accept the  
9 proposed seniority integration that APA had proposed  
10 but they then added a bunch of conditions which had  
11 never been negotiated that would have significantly  
12 increased's Americans costs. And, so, this is my  
13 response to Bob because first I was, you know, very  
14 surprised that they had simply just added conditions  
15 and sent them to us without discussion. They were  
16 aware that those conditions weren't acceptable and this  
17 was explaining to him that we, we couldn't agree to  
18 that.

19 Q During October 2001, when, the month when  
20 these two letters we've just gone over were written, do  
21 you recall any discussions with Bill Compton that  
22 related to the possibility of providing TWA pilots with  
23 additional protections in a seniority integration?

24 A I had a number of calls, and, but I don't

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1 specifically remember the content. I did, I did talk  
2 to Bill, participated in a couple of calls with Bill  
3 and Don Carty, Bill Compton and Don Carty, but I don't  
4 have any recollection of a specific -- the  
5 conversations were generally about what was happening.  
6 So, that's, that's the best I can do to recall what the  
7 content of the conversations were. Bill and Don were  
8 both very, working very hard to try to get the  
9 integration on track.

10 Q And was it essentially your instructions  
11 from the people higher in the executive structure at  
12 American to try to work out an agreement between the  
13 two pilot groups' representatives and the company if  
14 possible?

15 A Absolutely. We were, you know, we  
16 recognized especially after having seen some of the  
17 challenges we faced in Reno, we knew this was going to  
18 be a very significant task to integrate these two  
19 carriers. And, you know, from a labor relations  
20 perspective, the more that you can get agreed to and  
21 behind you, the easier the job is. So, it was very  
22 much in our interest to get these two pilot groups to  
23 agree and get something on paper that we could define  
24 and agree to and understand and get plans in place to

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1 get the carriers integrated.

2 Q So that was your goal during October 2001?

3 A Absolutely.

4 Q Do you recall whether there would have been  
5 greater protections for the TWA pilots in a three-way  
6 agreement between ALPA, APA and the company than there  
7 was in the two-way agreement between American and the  
8 Allied Pilots Association only?

9 A Well, Duane, the letter that I had written  
10 to Captain Woerth, you know, that was part of the  
11 frustration because it was my understanding and the  
12 facilitation, what occurred during the facilitation, I  
13 really was never party to and was never fully briefed  
14 on because the pilot groups insisted on a high degree  
15 of confidentiality around those discussions.

16 But, you know, the APA, and again, as I  
17 testified to earlier, I think that the APA was feeling  
18 some pressure because of the potential Bond legislation  
19 in the Senate and as a result of that I think it  
20 motivated them to potentially put a little more on the  
21 table to try to get this resolved. And it was my  
22 understanding that the TWA pilots were not aware of  
23 some of the things that they were willing to do. And,  
24 you know, I made it very clear that the company was

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1 very interested in this and there may be some things  
2 that the company could add to an agreement if it became  
3 a three-way negotiation instead of just a negotiation  
4 between the pilot groups.

5 So, as we talked about earlier, if the two  
6 pilot groups had agreed to something they would have  
7 then had to have come and negotiated with the company  
8 to get it implemented. What I was proposing is time is  
9 short, we need to get an agreement, let's just put what  
10 the company has to offer, what the APA has to offer  
11 that the TWA pilots had not seen before on the table  
12 and see if we can't figure out how to get had this  
13 thing resolved and moved forward.

14 So, there were specific things that we  
15 offered to do in terms of some protections from  
16 furlough and other things. And I don't remember  
17 specifically what the terms were but the TWA pilots  
18 were very concerned that, that on some date specific,  
19 1st of January, I believe it was, that we were going to  
20 furlough just hordes of TWA pilots because of 9/11, the  
21 economy, everything else, it was clear that the airline  
22 was going to have to get smaller. And what we said to  
23 them was we won't do that. We'll put some limitations  
24 around that and hopefully there will be a little bit of

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<p style="text-align: right;">Page 77</p> <p>1 time and the economy will improve and it won't be 2 necessary. So, there were a number of things that we 3 said we'd add and we also created some additional 4 protections around the St. Louis domicile that would 5 have guaranteed more flying opportunities, more job 6 opportunities and more captains job opportunities for 7 the TWA pilots. 8 Q St. Louis protected cell? 9 A Yes, St. Louis. 10 Q And those enhancements by APA and American 11 were blocked by Captain Pastore and TWA MEC? 12 A Yeah. They, they just unilaterally decided 13 to add things. I mean, from a classic negotiations, 14 you know, tenacious grab of the obvious but they just 15 overreached beyond comprehension and it was just very 16 frustrating because they didn't seem to have a good 17 sense of reality. 18 Q And those were the things that you wanted 19 to discuss at the meetings you outlined in your October 20 12th letter, ALPA Exhibit 200? 21 A That's correct. 22 MR. KATZ: Thank you very much. That's all 23 the questions I have. 24 FURTHER EXAMINATION</p>	<p style="text-align: right;">Page 79</p> <p>1 result in the right to strike. 2 Q So you didn't have a discussion about what 3 would happen if you were wrong in your analysis of the 4 status of the law and they could strike? 5 A I, I have -- that's not a, something that I 6 remember. 7 Q Do you, do you know how much American 8 committed to the asset purchase agreement, how much 9 money American -- 10 A Offhand I do not. 11 Q Do you know how much they had committed to 12 the DIP financing? 13 A I, offhand I do not. 14 Q Do you know whether it was in the vicinity 15 of about a quarter of a billion dollars; does that 16 refresh your recollection at all? 17 A It doesn't. 18 Q Okay. You testified earlier that you 19 didn't talk to Dan in connection with your testimony 20 here today or about your potential trial testimony. 21 Have you spoken to anybody else at ALPA? 22 A I have not. 23 Q Have you spoken to Duane Woerth? 24 A On this subject, no. Duane, I spoke to</p>
<p style="text-align: right;">Page 78</p> <p>1 BY MS. RODRIGUEZ: 2 Q I just have a couple more questions. I 3 want to follow-up. You never talked to Terry Hayes 4 about what he was telling the TWA pilots, did you? 5 A I'm, I'm hesitating because I, I've 6 testified that I had regular conversations with Terry 7 about what our expectations were for the modifications 8 to the contract. So, to the extent that we discussed 9 those, I assume that's what he told the TWA pilots. I 10 mean, he indicated to me that he was attempting to get 11 his labor agreements amended in a fashion that would be 12 acceptable to American. 13 Q Did you ever ask him what exactly he told 14 the pilots? 15 A No recollection of that conversation. 16 Q Did you have any discussions with 17 anybody -- going back just a little bit to the 1113. 18 Did you have any discussions with anybody at American 19 about what a strike would mean if the TWA pilots, if 20 all the contract provisions were abrogated and the 21 pilots went on strike? 22 A Well, as I mentioned earlier, we presumed 23 that an 1113 motion that was successful in court and 24 having provisions of the contract abrogated did not</p>	<p style="text-align: right;">Page 80</p> <p>1 Duane probably six months ago, four months ago, 2 something like that. But there was, first I didn't 3 know this was going to occur and it never came up in 4 the conversation. 5 Q Did you talk to Duane Woerth at all during 6 the time period from January 2001 to April 2001? 7 A No specific recollection. 8 Q Do you have any general recollection? 9 A Well, look, the challenge for me is that, 10 you know, I had a relationship with many of the folks 11 at ALPA. I had worked there. I worked in the 12 representation department. And we attend industry 13 meetings. I mean, one of the greatest assets in labor 14 relations is to have contacts to be able to discuss 15 things with people to get the work done. And, so, I 16 had regular contact with people from ALPA, at industry 17 meetings and other places but it was just part of doing 18 business. 19 Q How about specific conversations with 20 regard to the waiver of the scope provision during this 21 January to April timeframe? 22 A No. And again I, Randy Babbitt was working 23 in Eclat at the time and I had specific conversations 24 with Randy but I didn't, I don't consider him to be at</p>

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<p style="text-align: right;">Page 81</p> <p>1 ALPA at that time.</p> <p>2 Q How about during the summer of 2001, did</p> <p>3 you have any discussions Duane Woerth?</p> <p>4 A Yeah. Well, obviously --</p> <p>5 Q In connection with the facilitation?</p> <p>6 A The letter I wrote and I'm sure I had</p> <p>7 numerous conversations because it was the typical labor</p> <p>8 relations environment where we had an interest in</p> <p>9 getting the parties to the table and getting an</p> <p>10 agreement and we were trying to talk to anybody we</p> <p>11 could talk to, to get them to convince their side that</p> <p>12 was, whether it be Ed James at APA or whether it be</p> <p>13 someone at, at, Captain Woerth or someone in the</p> <p>14 representation department at ALPA. So, I would have</p> <p>15 been making plenty of phone calls to say, look, you got</p> <p>16 to talk some sense into your guys and we got to get</p> <p>17 this resolved. We need a deal here.</p> <p>18 Q Do you recall Mr. Woerth ever saying, yeah,</p> <p>19 I'll talk some sense into my guys?</p> <p>20 A In every case they were very professional</p> <p>21 about their representation. Everybody, I think,</p> <p>22 professed to want to get an agreement. The challenge</p> <p>23 was the subject, you know, the details of the</p> <p>24 agreement. And, the ALPA hierarchy and the ALPA MEC,</p>	<p style="text-align: right;">Page 83</p> <p>1 JURAT</p> <p>2 I, JEFF BRUNDAGE, do hereby certify that I</p> <p>3 have read the foregoing transcript of my testimony</p> <p>4 taken on September, 12, 2008, and have signed it subject</p> <p>5 to the following changes:</p> <p>6 PAGE LINE CORRECTION</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18 _____</p> <p>19 JEFF BRUNDAGE</p> <p>20 DATE _____</p> <p>21 Sworn and subscribed to before me this</p> <p>22 _____ day of _____, 2008.</p> <p>23 _____</p> <p>24 NOTARY PUBLIC</p>
<p style="text-align: right;">Page 82</p> <p>1 you know, were anxious to get the very best deal they</p> <p>2 could get for their folks.</p> <p>3 MS. RODRIGUEZ: I have no further</p> <p>4 questions.</p> <p>5 MR. KATZ: Nothing further. Thank you, Mr.</p> <p>6 Brundage.</p> <p>7 MR. HAVERMANN: Okay. Off the record.</p> <p>8 VIDEOGRAPHER: The deposition is concluded.</p> <p>9 We're off the record at 11:10.</p> <p>10 (Deposition concluded at 11:12 a.m.)</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 84</p> <p>1 State of Maryland</p> <p>2 Baltimore County, to wit:</p> <p>3 I, ROBERT A. SHOCKET, a Notary Public of</p> <p>4 the State of Maryland, County of Baltimore, do hereby</p> <p>5 certify that the within-named witness personally</p> <p>6 appeared before me at the time and place herein set</p> <p>7 out, and after having been duly sworn by me, according</p> <p>8 to law, was examined by counsel.</p> <p>9 I further certify that the examination was</p> <p>10 recorded stenographically by me and this transcript is</p> <p>11 a true record of the proceedings.</p> <p>12 I further certify that I am not of counsel</p> <p>13 to any of the parties, nor in any way interested in the</p> <p>14 outcome of this action.</p> <p>15 As witness my hand and notarial seal this</p> <p>16 22nd day of September, 2008.</p> <p>17</p> <p>18</p> <p>19 Robert A. Shocket</p> <p>20 Notary Public</p> <p>21</p> <p>22</p> <p>23 My Commission Expires:</p> <p>24 November 1, 2010</p>

# Exhibit D

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 THEODORE A. CASE, SALLY YOUNG,  
5 HOWARD HOLLANDER, PATRICK BRADY  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 2  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 8, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.

19 AND  
20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.

AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBERG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.



1           Pursuant to Section 753 Title 28 United States  
2       Code, the following transcript is certified to be an  
3       accurate record as taken stenographically in the  
4       above-entitled proceedings.

5                               S/     LYNNE JOHNSON

6                               Lynne Johnson, CSR, CM, CRR  
7                               Official Court Reporter

8  
9  
10                           LYNNE JOHNSON, CSR, CM, CRR  
11                           OFFICIAL COURT REPORTER  
12                           UNITED STATES DISTRICT COURT  
13                           P.O. BOX 6822  
14                           LAWRENCEVILLE, NJ 08648  
15                           PHONE: 609 896 1836  
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20  
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22  
23  
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Case-direct

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1 machine.

2 Q. Did you call anybody at ALPA seeking help?

3 A. I don't recall.

4 THE COURT: Did you write to ALPA seeking help?

5 A. I am pretty sure there was correspondence that went back  
6 and forth. I was extremely busy coordinating the lobbying  
7 effort.

8 THE COURT: Did you ever write a letter to ALPA  
9 asking for support?

10 A. I believe Captain Pastore did.

11 THE COURT: Okay. The answer is you didn't.

12 THE WITNESS: No.

13 Q. Did you see any evidence of any support from ALPA in any  
14 of the offices, Senate offices, you went to?

15 A. No, sir, not that I could see.

16 Q. What happened to the bill as to the bill as far as  
17 getting through the Congress?

18 A. Getting through the Congress.

19 A. It was just passed on the Senate floor by unanimous  
20 consent and eventually stripped out of the defense  
21 appropriations bill that we had attached it to in the House  
22 Senate conference committee.

23 Q. I handed you exhibit P 418. What is that?

24 A. This is a press release from Senator Kit Bond.

25 Q. What is the date of it?

Case-direct

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1 A. It is dated December 8, 2001.

2 MR. PRESS: Move for the admission of P-418, Judge.

3 MR. FRAM: I have the same objection as before,  
4 your Honor. Did it is admitted for the truth I object. If  
5 for nonhearsay purposes. I understand the Court's ruling.

6 THE COURT: Well, to the extent it has facts, do  
7 you have any dispute with what it says in here?

8 MR. FRAM: Not with respect to the facts. But  
9 there are some opinions and understandings.

10 THE COURT: To the extent it is Bond's opinion, we  
11 are not offering it for the truth. We are not saying whether  
12 his opinions are accurate or inaccurate. I am going to allow  
13 it. P-418.

14 MR. PRESS: Yes, your Honor.

15 Q. This is a press release dated December 8, '01, from the  
16 Senator?

17 A. Yes, sir.

18 Q. Just read the tag line at the top?

19 A. Senate adopts Bond airline workers fairness act.  
20 Requires third-party arbitration for seniority talk.

21 Q. It got through the Senate, your bill, that you drafted?

22 A. Yes, sir. I didn't draft it completely.

23 Q. What happened to the bill after that?

24 A. As I stated before, in the House Senate reconciliation  
25 conference it was stripped.

Case-direct

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1 different than what had been proposed in Washington, D.C. a  
2 few weeks earlier?

3 A. No, it wasn't. And I did ask Mr. Brundage who also  
4 attended those meetings.

5 Q. In who is Mr. Brundage?

6 A. He was the vice president of the labor relations at  
7 American in charge of Americans negotiations with this deal.  
8 If there was on the 22nd, I believe the 22nd or 23rd, I asked  
9 him directly, is there any difference between what you have  
10 already agreed to do and what you are offering us today and  
11 he said virtually none. Aside from a couple of conditions.

12 Q. Now, this supplement CC, it was?

13 THE COURT: It didn't become immediately effective,  
14 though.

15 THE WITNESS: No, sir, it did not.

16 THE COURT: Some things had to happen.

17 A. Yes.

18 Q. That was my next question, what were those things?

19 THE COURT: I turn it back to you.

20 Q. What were those things that had to happen for this  
21 seniority plan to be effective?

22 A. For this seniority plan to become effective a single  
23 carrier transportation certification had to be made by the  
24 National Mediation Board.

25 Q. And again, I think you described that a little bit

# Exhibit E

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3 CIVIL 02-2917 (JEI)

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5 HOWARD HOLLANDER, PATRICK BRADY  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,

9 Plaintiffs,

10 V.

VOLUME 3  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,

12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 9, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.  
19 AND

20 GREEN JACOBSON, P.C.  
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22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
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24 ARCHER GREINER  
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7 Official Court Reporter  
8  
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10                           LYNNE JOHNSON, CSR, CM, CRR  
11 OFFICIAL COURT REPORTER  
12 UNITED STATES DISTRICT COURT  
13 P.O. BOX 6822  
14 LAWRENCEVILLE, NJ 08648  
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Altman-cross/Fram

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1 A. The comments came from Terry Hayes. They never came  
2 from American Airlines people to us. So I don't know where  
3 the comment or why he said it. I can't speculate on that.

4 Q. Didn't you --

5 THE COURT: Terry Hayes who I had.

6 A. Terry Hayes said it. He is what?

7 THE COURT: He was the labor director of TWA, Inc..

8 A. That's correct. Labor director, correct.

9 Q. Didn't you tell us this morning that Mr. Hayes and the  
10 other TWA people at that point were basically working for  
11 American?

12 A. No, they were working, they were working for American.  
13 I don't know what they were saying to him. I am not going to  
14 speculate. Terry Hayes is a TWA person. He said something.  
15 I didn't hear it from an American person so I didn't take it  
16 for much.

17 Q. Did Terry Hayes communicate that Jeff Brundage, who was  
18 the vice president for labor affairs for American, was saying  
19 that American would walk away from the deal?

20 A. Actually, I think he did say that. But again, I don't  
21 know if he is making that up. It is coming through a third  
22 party. I am not going to speculate on that.

23 Q. All right. But regardless of whether it came directly  
24 or not, when you hear that American were you hearing that  
25 American might walk away from the deal?

# Exhibit F



1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 THEODORE A. CASE, SALLY YOUNG,  
5 HOWARD HOLLANDER, PATRICK BRADY  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 4  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 13, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.  
19 AND

20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.

AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBERG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1           Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5                       S/   LYNNE JOHNSON

6                       Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
8  
9

10                   LYNNE JOHNSON, CSR, CM, CRR  
11 OFFICIAL COURT REPORTER  
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Young-cross/Fram

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1 MR. FRAM: Yes, your Honor.

2 MR. PRESS: The question is does this refresh her  
3 recollection of Mr. Brundage being upset.

4 MR. FRAM: Yes.

5 MR. PRESS: I object to that question.

6 THE COURT: She said she hasn't recollected it.  
7 Let's start with that. Let's start by asking her if she is  
8 familiar with this letter. If she knows anything about it.  
9 Then if you want to try to refresh her recollection, that is  
10 up to you. But you, she has to have a failure of  
11 recollection before you can refresh somebody's recollection.

12 Do you have a copy for me of that?

13 MR. FRAM: That was the one that was mis-marked  
14 before. That was the October 12 letter that I thought was --

15 THE COURT: D 200?

16 MR. FRAM: D 200.

17 THE COURT: You give me --

18 MR. FRAM: Sorry about that.

19 Q. So do you recall this letter?

20 A. I don't recall it. It does refresh my memory a bit.

21 Q. Does it refresh your memory about Mr. Brundage being  
22 very upset that he felt snubbed by TWA MEC.

23 A. No, you know, I read the letter. I see what Mr.  
24 Brundage wrote. I am not sure that he is correct in his  
25 description of what happened. It is possible he is but I

Young-cross/Fram

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1 don't -- I don't ever remember the TWA MEC wanting to go to  
2 Dallas. We never sent the MEC, we always sent the merger  
3 committee. That was the appropriate system.

4 Q. Do you recall the letter, having read it, do you now  
5 recall seeing a copy of it back in October?

6 A. I don't.

7 Q. Great. I am handing you now what, a new exhibit, which  
8 is D 21.

9 THE COURT: So this isn't being offered in  
10 evidence?

11 MR. FRAM: Right.

12 Q. D 21, do you recognize that that as a letter that Mr.  
13 Rautenberg, the other pilot rep, from Council 3 sent to all  
14 of the Council 3 pilots dated October 25 of 2001?

15 A. It is a dated October 25, and it is signed by Steve  
16 Rautenberg.

17 Q. Do you recall seeing this letter back in October, 2001?  
18 If you don't, please just say --

19 A. I am sure I saw the letter by I haven't read it  
20 recently. I haven't refreshed my memory of this letter  
21 recently.

22 Q. Were you in regular communication with Mr. Rautenberg  
23 back in October, 2001?

24 A. I think it is safe to say the communications between  
25 Captain Rautenberg and myself broke down.

Young-cross/Fram

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1 A. Not specifically Randy. I knew he was new, he knew all  
2 of the high level people at ALPA. I will say it that way.

3 Q. You knew that because he had worked at ALPA with whoever  
4 was there?

5 A. That's correct.

6 Q. So you were surprised that Mr. Woerth in the fall of  
7 2001 was talking to Jeff Brundage?

8 A. I was surprised that Duane Woerth called Jeff after the  
9 MEC voted not to sign the integration agreement. I was  
10 surprised without direction from the MEC that Duane Woerth  
11 would reach out and have conversations with Jeff Brundage at  
12 that point.

13 Q. Why were you surprised that Mr. Woerth was trying to  
14 keep an open line of communication and see what the best  
15 possible deal was for the TWA pilots?

16 A. I guess I wasn't aware of anything, any conversation  
17 that would change, that he would could have with Jeff  
18 Brundage that could change the context of the cram-down.

19 Q. So you are saying that when this vote took place on  
20 October 31 to reject the American proposal, you thought that  
21 should be the end of it, that there should be no further  
22 discussions with American or the APA. Yes?

23 A. The vote took place in the third week of October, not on  
24 October 31. It was on October 22, I believe --

25 THE COURT: During that three-day meeting.

Young-cross/Fram

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1 A. I during the three-day meeting. October 31 meeting was  
2 a separate one day meeting, a special meeting back in St.  
3 Louis, MEC meeting.

4 THE COURT: Are you offering 88 in evidence?

5 MR. FRAM: Yes, I move 88 in evidence.

6 MR. PRESS: No objection.

7 THE COURT: D 88 will be in evidence.

8 Q. Your position after this vote on October 22 was that  
9 there should be no further discussions between the TWA MEC  
10 and the American or the APA?

11 A. That is incorrect.

12 Q. What further discussions did you think should take place  
13 after the vote you just described?

14 A. I was in favor of any interaction that would provide us  
15 a better integration. Duane Woerth did that, made that  
16 /TPAOEP call, without any discussion about what his strategy  
17 was in trying to obtain us a better integration. Now, that  
18 is why I asked him when he called me on the phone, I said  
19 what precipitated this meeting, this special meeting that you  
20 are calling 24 hours ahead and he said we are, you know, we  
21 are talking to I think he said he talked to Jeff Brundage.  
22 And he said I think we are going to get, maybe going to get a  
23 look at a better deal. I was all for that.

24 Q. Just because Mr. Woerth wasn't talking to you doesn't  
25 mean he wasn't talking to Captain Pastore, correct?

# Exhibit G



1  
2 IN THE UNITED STATES DISTRICT COURT.  
3 FOR THE DISTRICT OF NEW JERSEY  
4 CIVIL 02-2917 (JEI)

5 PATRICK BRADY, SALLY YOUNG,  
6 HOWARD HOLLANDER, THEODORE CASE,  
7 AND MICHAEL FINUCAN, individually  
8 and on behalf of all others  
9 similarly situated,

10 Plaintiffs,

11 V.

VOLUME 7  
TRIAL TRANSCRIPT

12 AIR LINE PILOTS ASSOCIATION,

13 Defendant.

14 CAMDEN, NEW JERSEY  
15 JUNE 16, 2011

16 B E F O R E: HONORABLE JOSEPH E. IRENAS  
17 UNITED STATES DISTRICT JUDGE

18 A P P E A R A N C E S:

19 TRUJILLO, RODRIGUEZ & RICHARD  
20 BY: NICOLE M. ACCHIONE, ESQ.  
21 AND: LISA J. RODRIGUEZ, ESQ.

22 AND

23 GREEN JACOBSON, P.C.  
24 BY: ALLEN PRESS, ESQ. (MO. BAR)  
25 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
For the Plaintiffs.

ARCHER GREINER  
BY: STEVEN FRAM, ESQ.

AND

KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBERG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1  
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5 S/ LYNNE JOHNSON

6 Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
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11 LYNNE JOHNSON, CSR, CM, CRR  
12 OFFICIAL COURT REPORTER  
13 UNITED STATES DISTRICT COURT  
P.O. BOX 6822  
14 LAWRENCEVILLE, NJ 08648  
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1 find additional sources of leverage and you talked about a  
2 public relations campaign. Did that ever happen, that you  
3 know of?

4 A. Not that I know of.

5 Q. How about the lobbying effort you talked about, did that  
6 happen?

7 A. I think Matt Camlish, one of the pilots stationed in  
8 Washington --

9 THE COURT: Comlish? C O M L I S H?

10 A. Comlish, was working to get some kind of legislation  
11 through Congress that would have benefited the TWA pilots in  
12 this situation.

13 Q. But as far as you know, ALPA National never provided any  
14 additional --

15 A. Not that I am aware of.

16 Q. We were talking about meetings. Were you there? The  
17 merger committee was there. Did you ever see ALPA National  
18 at any meeting?

19 A. Yes.

20 Q. When was that?

21 A. That date I think I remember. I think it was August 27.  
22 Duane Woerth and Kevin Dillon.

23 Q. Let me stop you there. Who is Kevin Dillon?

24 A. I am not sure.

25 Q. What is, what has his role?

Baehler-direct/Rodriguez

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1 A. What his position is at ALPA I don't know. I assumed he  
2 was one of Duane Worth's higher-ups.

3 Q. Go ahead.

4 A. Came to the meeting, joint meeting between the two  
5 merger committees. And when I heard about it, that Duane  
6 Woerth was coming down, I thought hey, great. Our big  
7 brother is getting involved in this tussle and he is not  
8 going to let these rough guys push us around any more, so I  
9 was very glad to hear this.

10 Unfortunately, when Duane Woerth came down, he  
11 began with a very arms length dispassionate or disinterested  
12 approach, asking both sides to find some compromise that the  
13 industry needs this compromise, and so does ALPA, and that we  
14 need to work together, and it was all very vague, and there  
15 wasn't any substance that I could see.

16 THE COURT: Mr. Baehler, you keep talking about  
17 leverage for the TWA pilots. Did the American pilots have  
18 leverage? And if so, what was their leverage?

19 A. My understanding is that if it came down to the end, and  
20 no agreement was reached, that the American pilots would be  
21 able to impose any kind of a settlement, any kind of a plan,  
22 that they chose. And that the TWA pilots --

23 THE COURT: How would they do that?

24 THE WITNESS: Just by -- well, the term that was  
25 used in our discussion was at any point, if they really want

1 to, they can staple the entire TWA seniority list to the  
2 bottom of their list. That was the phrase that was used.

3 THE COURT: And they had the legal right to do  
4 that? .

5 A. That was our understanding.

6 THE COURT: The legal right to do that.

7 THE WITNESS: I assume so.

8 THE COURT: That was their leverage?

9 THE WITNESS: Yes. That was our understanding.

10 THE COURT: That is a lot of leverage.

11 THE WITNESS: Of course.

12 THE COURT: And there is no appeal from that?

13 A. I don't know if there is an appeal.

14 THE COURT: Okay.

15 Q. So you are referring to a meeting in August of 2001,  
16 and --

17 A. Yes.

18 Q. Where you saw Duane Woerth and Kevin Dillon?

19 A. Afterwards, see, I could, I couldn't believe what I was  
20 hearing, because I thought that there was going to be a lot  
21 of support, a lot of muscle in Duane Worth's appearance and  
22 there wasn't.

23 So afterwards, when we finally broke, I turned to  
24 the TWA guys and I said what is going on here? I thought  
25 ALPA is your big brother. And the pilots said you don't

1 understand --

2 MR. FRAM: Your Honor, I object.

3 THE COURT: Yeah, your conversation, these  
4 conversations are not evidence.

5 MS. RODRIGUEZ: Okay.

6 THE COURT: Your observation was that the report,  
7 that Duane Woerth wasn't giving you support, giving you union  
8 support?

9 A. Right. Correct.

10 THE COURT: I don't think his conversation is for  
11 this --

12 Q. We will just stop there. What happened after the  
13 August, what was your role in the negotiations following this  
14 August 27 meeting with Duane Woerth?

15 A. It continued to be the same. In our private meetings we  
16 would discuss -- caucuses, we would discuss what the  
17 situation was and how we would deal with each of the problems  
18 as they came up, and I would give my observations of the  
19 other side.

20 And it seemed to me that the basic problem was  
21 that, and if it was expressed by Mickey Malersky.

22 THE COURT: Who is Mickey Malersky?

23 A. One of the other American pilots.

24 THE COURT: Was he on the merger committee?

25 A. Yes.

Comlish-direct/Rodriguez

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1 Q. Also at ALPA?

2 A. At ALPA National, yes. And there was no answer there so  
3 we left a message and waited and waited so finally, we took  
4 the draft of what we put together and we put it on the fax  
5 and sent it to ALPA National headquarters.

6 Within minutes of us sending that fax we got a call from  
7 Paul Hallisay.

8 Q. What did Mr. Hallisay say?

9 A. He said "Interesting. This bill will never hit the  
10 floor of the United States Senate."

11 And he said it with such a tone, I will never  
12 forget it.

13 Q. Did you ask him what he meant when he said this bill  
14 will never hit the floor of the United States Senate?

15 A. He said it would get tied up in committee.

16 Q. Did he say anything else?

17 A. He says, "Well, let me take a look at it. I will see  
18 what we can do." And the conversation ended and we waited  
19 for him to get back to us.

20 Q. Did he ever get back to you?

21 A. Yes, he did.

22 Q. And again, what is the timeframe that we are talking  
23 about?

24 A. That is still the week of, I want to say the 21st, in  
25 that timeframe, that week.



Comlish-direct/Rodriguez

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1 THE COURT: 21st of what?

2 THE WITNESS: We are going into September, yes. So  
3 we are going towards the end of September.

4 Q. How long did it take him to get back to you?

5 A. It, let me back up for a second. This was the last week  
6 of September, the Monday of the last week of September is  
7 when it started. Okay.

8 It took several hours, I believe, it may have been  
9 the next day. It has been a while. I am trying to remember.  
10 But he did get back to us. And his response was that there  
11 were some problems with the language.

12 Q. Did he tell you what the problems were?

13 A. He said it was too broad. We needed to restrict the  
14 language, confine the language further, and he explained to  
15 us what that meant was that the language covered the pilots,  
16 the flight attendants and the mechanics. He felt that the  
17 IAM who represented the mechanics were going to object to  
18 this legislation. And they were going to object to this  
19 legislation because the mechanics already had a deal on  
20 seniority.

21 THE COURT: With whom?

22 THE WITNESS: With the American mechanics.

23 THE COURT: They already had a deal.

24 A. They already had a deal because they were both AFL-CIO  
25 represented unions and because of that, they agreed to some

Comlish-direct/Rodriguez

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1 process that gave them seniority.

2 THE COURT: Did that include the flight attendants  
3 as well?

4 A. No.

5 THE COURT: It was just the mechanics?

6 A. Just the mechanics.

7 Q. So what did you do in response to his comments, Mr.  
8 Comlish?

9 A. We rewrote the legislation, and we put in the  
10 legislation that any previous agreements that were made would  
11 not be undone by this transaction. By this legislation.  
12 Excuse me.

13 Q. Than did you send that back to, did you send that back  
14 to Mr. Hallisay?

15 A. We sent it back to Mr. Hallisay.

16 Q. Did that address his concerns?

17 A. Yes.

18 Q. So what was the next thing that happened?

19 A. The next thing that happened was that we, Senator Bond  
20 said that is ALPA National in approval of this language, and  
21 we said yes, they are. And he said, well, we want to put out  
22 a press release with regard to this legislation being  
23 introduced.

24 So Senator Bond created and had a press release put  
25 out to the press.

Comlish-direct/Rodriguez

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1 Q. Now, during this whole process had you ever reached out  
2 to anybody at American or APA and told them about this  
3 proposed legislation?

4 A. No, I didn't.

5 Q. Do you know when the first press release went out from  
6 Mr. Bond's office, Senator Bond's office?

7 A. I can't recall any specifics. I believe he had it on  
8 his website on Monday, it must have been, it was on a Monday.  
9 If I had a calendar in front of me it would help.

10 Q. Did you at this point ask ALPA National for help, help  
11 or support in getting the bill passed?

12 A. Oh, yes. We felt that ALPA National was going to play a  
13 major role in helping this legislation. As I said before,  
14 this is the reason why I took the position as the chairman of  
15 the government affairs committee, so I could get, be part of  
16 ALPA National's lobbying department, and to get their support  
17 and help.

18 Q. Did you ask specifically for any, did you ask for any  
19 specific help from ALPA National?

20 A. Well, the first step at this point was to have the  
21 legislation introduced, and then it was time to begin the  
22 work.

23 Q. I just want to hand up to you, sir, and it is already in  
24 evidence, P-419, and ask you --

25 THE COURT: P?

Comlish-direct/Rodriguez

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1 MS. RODRIGUEZ: P.

2 Q. That is the press release. And ask if that is the press  
3 release you are referring to?

4 A. This is the press release.

5 Q. That was drafted by Senator Bond's office?

6 A. Yes, it was.

7 Q. Thank you. So Senator Bond issued his press release  
8 announcing the legislation. What was the next thing to  
9 happen?

10 A. Well, the press release got out, and I would say that  
11 all hell broke lose.

12 Q. Can you tell us what you mean by that?

13 A. The APA immediately picked it up, and began to contact  
14 their pilots, that, uh-oh, Senator Bond has got this bill and  
15 it is going to require binding arbitration.

16 Q. What did you do in response?

17 A. Well, at that point, it was obvious that there was going  
18 to be a big fight, we were going to have to get our troops  
19 together and get as much support from ALPA National as  
20 possible to beat them to the punch on Capitol Hill.

21 Q. Did you talk to anybody at ALPA National about this?

22 A. There were ongoing discussions with Paul Hallisay and  
23 the MEC members, and I was talking to them through the chain  
24 of command.

25 Q. Through the chain of command?

Comlish-direct/Rodriguez

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1           And I said, "What about our opponents here? We  
2     have got to do something."

3           "I don't want to talk about it any further." And  
4     he leaves, walks off.

5     Q.    Did you ever ask him what he meant when he said we are  
6     going to handle this in-house?

7     A.    I had no contact with him after that.

8     Q.    Had you talked to anybody else from ALPA National prior  
9     to this time about your efforts on the hill?

10    A.    Well, you know, through the chain of commands there was  
11   discussions with Paul Hallisay and the government affairs  
12   department.

13   Q.    And other than that did you have any other conversations  
14   with anyone else at ALPA?

15   A.    No.

16   Q.    Did you ever receive any phone calls from anybody  
17   conveying --

18   A.    I am sorry. I take that back. There was the Mayflower  
19   Hotel meetings which took place. And just prior to that  
20   there was a phone call that came in from Paul Hallisay, while  
21   I was in a meeting with Senator Bond. And that was October.

22           THE COURT: It came into Senator Bond's office?

23   A.    That's correct, the phone call came into Senator Bond's  
24   office for us, and we were discussing at the time the  
25   possibility of setting up some meetings to reengage the

# Exhibit H

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 9  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 22, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD

17 BY: NICOLE M. ACCHIONE, ESQ.

18 AND: LISA J. RODRIGUEZ, ESQ.

19 AND

20 GREEN JACOBSON, P.C.

21 BY: ALLEN PRESS, ESQ. (MO. BAR)

22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)

23 For the Plaintiffs.

24 ARCHER GREINER

25 BY: STEVEN FRAM, ESQ.

AND

KATZ & RANZMAN

BY: DANIEL M. KATZ, ESQ.

FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBURG, ESQ.

IN-HOUSE COUNSEL FOR ALPA.



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1 But I tended not to add, I tended to, in this case, I thought  
2 I was going to leave it to you to call him and have him  
3 testify as to whatever you want him to testify to, and then  
4 the plaintiffs could cross examine him.

5 MR. KATZ: Just one page.

6 THE COURT: I am going to look at it right this  
7 second.

8 THE COURT: I did review this section. It falls  
9 rather squarely within the comments I just made. The line of  
10 questioning here, and I guess it was Mr. Press who was doing  
11 the questioning, the, apparently, ALPA has hard goods,  
12 stickers, pens, buttons, things like that, that they will  
13 give out for use in an organizing campaign. If they want to  
14 put various things on their cars, bumper stickers and pens  
15 and key chains, and goodies like that, and the question was  
16 asked of Rindfleisch as to whether he had supplied those, and  
17 his series of answers to the questions seem to have been he  
18 was making some distinction between a card campaign where he  
19 wouldn't supply those things, and possibly a merger campaign.  
20 I don't know.

21 I am not sure, he was making some kind of thing.  
22 The bottom line is he denied having supplied any of that  
23 stuff. Or at least he didn't recall doing it. Let me put it  
24 that way. He didn't recall it. That may be. That may be  
25 something you want to bring out if he is here on the stand is

1 that he didn't supply those kind of things, and whatever the  
2 reason was that he didn't supply them.

3 But I am not going to, for the very reasons I just  
4 articulated it, and why, you know, I don't think that makes  
5 any prior answer of his misleading. Those I would put, even  
6 if I thought there there were things that made a prior answer  
7 misleading and you left out something that was needed to  
8 understand the entire answer, so the jury wouldn't be misled,  
9 that would be one thing.

10 But I don't think the sections being offered by the  
11 plaintiff -- it is part of their case but I don't think the  
12 answers are particularly misleading.

13 MR. KATZ: That was our intent, to clarify earlier  
14 answers.

15 THE COURT: I understand. And I mean in one sense,  
16 the various things, marked, at least my initial draft here,  
17 you know, they weren't misleading, they were just, they gave  
18 a fuller and completer picture but I don't think it is the  
19 plaintiff's obligation in an adverse deposition, in deposing  
20 an adverse party, to put every aspect of that person's  
21 testimony into the record. You can't mislead, but if line  
22 ten or eleven changes the answer, that is different from  
23 wanting to put the whole case in, the whole story in. This  
24 is your witness, he is welcome here in court and he can  
25 testify, and whatever he says he says, the jury will hear it.

# Exhibit I

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 10  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 23, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.  
19 AND

20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.

AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBURG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1           Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5                           S/   LYNNE JOHNSON

6                           Lynne Johnson, CSR, CM, CRR  
7                           Official Court Reporter

8  
9  
10                   LYNNE JOHNSON, CSR, CM, CRR  
11                   OFFICIAL COURT REPORTER  
12                   UNITED STATES DISTRICT COURT  
13                   P.O. BOX 6822  
14                   LAWRENCEVILLE, NJ 08648  
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1           THE COURT: I just want to put on the record a  
2 couple of things. I had a conversation with counsel this  
3 morning concerning the deposition of Jeffrey Brundage that  
4 was proposed to be read into the record. I was very unhappy  
5 with this deposition. Mr. Brundage was pretty much -- this  
6 is not to question his sincerity or his honesty, but he was  
7 very much an out of control witness, in the sense that you  
8 ask a question, he would launch into a three- page answer.

9           He rarely gave an answer that was less than a full  
10 paragraph and in many cases he gave answers that took up two  
11 pages of transcript, that often, usually, launched into areas  
12 that had nothing to do with the question that was being  
13 asked. And of course, this was a discovery dep but, it  
14 wasn't a de bene esse dep, and so when Ms. Rodriguez would  
15 ask leading questions, which is not an improper technique in  
16 a discovery dep because you sometimes want the witness to  
17 sort of go on and on.

18           Mr. Katz started questioning him, in in many cases  
19 with leading questions but even when there was a leading  
20 question the answer was, he wouldn't even respond to the  
21 leading question, even when he was being led he would go off.  
22 So we have, we talked about this, we did that, we did this.  
23 You know, their position with this. But you have no idea,  
24 you know, who was talking to whom, where it was, who was  
25 present, what was said. And I would, as I say, at some point

1 the objections of plaintiff are just, toward the end it is  
2 like 28 pages, just, of objections I added up the pages, I  
3 think it was 28 pages. But you know, that are objected to.

4 But in many cases, it is not, if not most cases, of  
5 value. I just feel like I could not let any of this in  
6 unless it was cleaned up some way or Mr. Brundage came to  
7 court and that I could control the questioning, you know,  
8 have it done the right way.

9 Now, Mr. Katz said he was going to go back and look  
10 at this and, you know, see if he can work something up,  
11 narrow what is being offered, et cetera. But right now I am  
12 not going to let this be played in this form.

13 And the second point is on the issue of the  
14 testimony of the TWA CEO, what was his name again?

15 MR. KATZ: Bill Compton.

16 THE COURT: Compton before the Senate when they  
17 were investigating the acquisition of American -- not  
18 investigating -- well, maybe investigating is the right word.  
19 I don't know. Looking into the American acquisition, there  
20 is a tape that defendant wants to play of Compton's  
21 testimony. And there clearly was some kind of agreement  
22 between the parties related to Compton, because his  
23 deposition wasn't taken and the exchange keeps talking about  
24 stipulations.

25 But for the life of me I couldn't figure out what



Day-direct/Press

95

1 isn't it? It is a new concept, it hadn't been --

2 A. I thought he asked a bit, did you say change or improve  
3 significantly?

4 Q. My question was, I asked a bad question. Up in here,  
5 you know, the three prior proposals they had made, did any of  
6 them include as a feature the notion of a protective cell in  
7 St. Louis?

8 A. No.

9 Q. What do you attribute that movement to?

10 MR. FRAM: I object. Calls for speculation.

11 THE COURT: I will sustain that objection.

12 Q. What had changed between September 18 and last offer or  
13 mid October when they made this new proposal?

14 MR. FRAM: Your Honor, it is the same question, I  
15 object.

16 THE COURT: I am going to allow it. What had  
17 changed was the Bond bill?

18 THE WITNESS: That's right.

19 Q. Had ALPA National given you any new leverage?

20 A. No.

21 Q. As presented to you by the American committee, was it  
22 presented as take it or leave it, or was there a negotiation?

23 A. There was a couple of extra little tiny tidbits that  
24 were thrown on it, that I felt were window dressing, that if  
25 we took it and there was a very tight timeframe, almost 24

Day-cross/Fram

167

1 Q. And he directly addressed that and said at the meeting  
2 that he had been misquoted, right?

3 A. I don't recall.

4 Q. All right. So let's just move to the top of the next  
5 page and refresh your memory about some of the things that  
6 Captain Woerth talked about. The second paragraph, Captain  
7 Woerth told the MEC that he would send a letter to the TWA  
8 pilots and others to be sure they all know what his position  
9 is.

10 "Captain Woerth pledged the financial support of  
11 the entire association for the TWA pilots. In light of  
12 losing the 9,000 hour flight pay loss bank previously  
13 negotiated with TWA, Captain Woerth assured the MEC and the  
14 other members present that the TWA MEC will be provided with  
15 funds and other support necessary from ALPA to process MEC  
16 activities." Do you see this?

17 A. Yes, I do.

18 Q. Tell us about the 9,000 hour flight pay loss, what was  
19 that? Do you recall?

20 A. I recall that we had an agreement with the company that  
21 would allow us --

22 THE COURT: The company being TWA.

23 THE WITNESS: TWA.

24 A. That allowed us so many hours of flight pay loss to do  
25 union business and we had just lost that.

Day-cross/Fram

168

1 Q. And Captain Woerth told the MEC that ALPA would step up  
2 and would provide substitute financing so that the MEC  
3 members and the committee members could continue to work on  
4 behalf of the TWA pilots, right?

5 A. That's correct.

6 Q. That was significant in terms of financial support, yes,  
7 that turned out to be hundreds of thousands of dollars,  
8 didn't it?

9 A. I don't know how much it was, but I would say that is  
10 probably correct.

11 Q. And that enabled you and the other pilots to attend I  
12 think you said over ten days of merger committee  
13 negotiations, that enabled TWA pilots dozens, dozens of them,  
14 to walk on Capitol Hill and lobby in favor of the Bond  
15 Amendment. Isn't that so?

16 A. I can only speak on my merger committee. I don't know  
17 how the money was spent on the political committee.

18 Q. ALPA supported your --

19 THE COURT: Did you get payments from them, you  
20 were doing a lot of work.

21 A. Yes.

22 THE COURT: Did you get paid?

23 A. We got flight pay loss.

24 THE COURT: In their case from the union rather  
25 than from TWA. From ALPA, rather than TWA.

Day-cross/Fram

169

1 Q. Yes?

2 A. I never questioned where it was coming from. But if the  
3 company wasn't providing it, then I guess the union was  
4 providing it. Yes, sir.

5 Q. Did you ever put in for flight pay loss and not have it  
6 paid by ALPA?

7 A. No, no, never did.

8 Q. Any members of your committee ever complain that ALPA  
9 wasn't supporting them financially?

10 A. No.

11 Q. Do you see under questions and answers, question: What  
12 is APA status with regard to the AFL-CIO? Can we blow that  
13 question and answer up.

14 The answer was the APA has been trying to get into  
15 the AFL-CIO for a long time and they have not been  
16 successful. They need to be true members of the labor  
17 movement if they want the political support and clout that  
18 goes along with a national union.

19 That was something, wasn't it, in terms of ALPA  
20 trying to put pressure on the APA. Yes?

21 A. Pretty weak.

22 Q. Skip down, we are not going to do then them all.

23 Question. Do we have your commitment, the  
24 resources of ALPA, including litigation, to ensure that TWA  
25 pilots are integrated fairly?

# Exhibit J

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 11  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 27, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.  
19 AND

20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.

AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBURG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

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5                           S/     LYNNE JOHNSON

6                           Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
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17                           LYNNE JOHNSON, CSR, CM, CRR  
18 OFFICIAL COURT REPORTER  
19 UNITED STATES DISTRICT COURT  
20 P.O. BOX 6822  
21 LAWRENCEVILLE, NJ 08648  
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25

Woerth/direct

29

1 A. Oh, yeah. But I assumed that was going to happen. He  
2 didn't have to warn me. I knew it was going to happen.

3 Q. And in addition to the arrangements for the request for  
4 consultants to the executive council and arranging for  
5 special bankruptcy counsel, what else did you do?

6 A. I reached out to then President Darrah, I wanted to have  
7 a conversation with him. I wanted at some point to be able  
8 to address the American pilots and ask, do my -- that they  
9 would do much better, that they would not staple the American  
10 -- the TWA pilots to their list, that we would have a process  
11 that would be fair, and, but mostly just preparing the  
12 council, my duties at ALPA and reaching out to Mr. Carty and  
13 told him he wanted to make sure the transaction flows.

14 Q. Did you talk to Mr. Carty at this time?

15 A. I talked to himself times in the month of January of  
16 that year.

17 Q. Tell us what Mr. Carty said to you in those telephone  
18 conversations and what you said back to him, please?

19 A. He was emphasizing that he was, that he hoped it was  
20 going to close, that he knew my opinion on stapling pilots to  
21 the bottom. I opposed that. It was not ALPA's merger  
22 policy.

23 He just reiterated that I needed to know that if  
24 the pilots' joy at being acquired went away and was being  
25 replaced by a feeling that they could somehow have the



Woerth/direct

30

1 transaction, that American would buy them and still permit an  
2 arbitration, that I should disabuse myself them of the notion  
3 that that was absolutely not going to happen.

4 Q. That is what Mr. Carty told you?

5 A. Mr. Carty told me that, and this was again, he learned  
6 his lesson, a bloody lesson, in the Reno debacle, that even  
7 if American pilots are unreasonable in this regard, that is  
8 what they were, and he was not prepared to destroy further  
9 his relationship with APA, and so this was the demand he was  
10 willing to countenance, either the scope was waived or no  
11 transaction. He was very emphatic.

12 Q. And you said you had several conversations with, was  
13 this repeated in the other conversations you had as well?

14 A. Probably only mentioned. It was mostly the first  
15 conversation, to make sure there was no doubt in my mind that  
16 the transaction could only close under one set of  
17 circumstances.

18 Q. Can you tell us anything about your conversation with  
19 Mr. Darrah, the president of the Allied Pilots Association?

20 A. They were also briefed. He was fairly new to his  
21 position. I think he had just gotten the job in November,  
22 and he said he worked for the board of directors and they  
23 had a policy, and his duty was to the board, but he would  
24 try to work with me, but he was fairly noncommittal at that  
25 time.

Woerth/direct

39

1 Q. This is the resolution of April 2, 2001, adopted by the  
2 TWA MEC to accept the package of agreements that American and  
3 TWA put on the table. You are familiar with that?

4 THE COURT: Don't have D 13 in evidence.

5 MR. KATZ: Let me if ask if there is an objection  
6 to it. I believe it is in the minutes which are in evidence.

7 THE COURT: Maybe.

8 MR. KATZ: As a separate exhibit, you don't have a  
9 problem.

10 MR. JACOBSON: No objection to the separate exhibit.

11 THE COURT: Okay. Then I am going to mark D 13 in  
12 evidence.

13 Q. Now we can put that up. And the third whereas, can you  
14 blow that up, please?

15 We have already talked about the assistance you  
16 provided to the TWA pilots in retaining expert bankruptcy  
17 counsel for the 1113 motion. Mr. Seltzer. This whereas  
18 clause remind you of any other things that you and ALPA did  
19 to assist the TWA pilots in connection with this  
20 transaction?

21 MR. JACOBSON: Objection, your Honor, to the leading  
22 form of the question.

23 THE COURT: Rephrase it.

24 Q. Can you tell us, Mr. Woerth, whether in addition to Mr.  
25 Seltzer there are other things, if any, that you and the

Woerth/direct

40

1 association did to assist the TWA pilots?

2 A. Well, this is, this list of counsel, we hired  
3 additional, we had bankruptcy counsel, but we also wanted  
4 investment bankers, Glanzer is there, I think there is a  
5 communications specialist firm. I forgot the name of the  
6 firm. There is at least two more consulting firms that I  
7 think they wanted hired and I think we hired, everyone they  
8 asked for I think we allowed them to be hired. I don't think  
9 we turned them down for anything.

10 Q. So you mentioned Mr. Glanzer?

11 A. Yes.

12 Q. He is an investment banker?

13 A. Investment banker.

14 Q. Communications firm. That was retained at the request  
15 of the TWA MEC?

16 A. Yes.

17 Q. You mentioned, who else did you mention?

18 A. Besides, well, the investment bankers, we had our own  
19 in-house counsel, and there is an additional person that came  
20 on later that they wanted to hire, I don't even remember his  
21 name.

22 Q. All right. And Mr. Babbitt is mentioned.

23 A. Yes.

24 Q. Would you remind the jury who Mr. Babbitt is or was at  
25 the time?

Woerth/direct

41

1 A. Mr., Captain Babbitt was the former president of the Air  
2 Line Pilots Association. After he retired he set up his own  
3 consulting firm called Eclat and he was also on some boards  
4 in Washington Metropolitan airport board. He was an  
5 influntial player in Washington.

6 Q. E C L A T is Eclat?

7 A. Yes, sir.

8 Q. And do you know what he is doing now?

9 A. He is the FAA administrator of the United States.

10 Q. So he is the top aviation safety official in the  
11 country?

12 A. That's correct.

13 Q. And how did it come about that Mr. Babbitt was advising  
14 the TWA pilot in this connection, do you know?

15 A. I do not know. I know they requested his, I think Bob  
16 Pastore reached out to him, there may have been somebody  
17 else. But I was happy Randy was willing to agree to help  
18 them.

19 Q. So the MEC asked you for permission to retain his  
20 services as adviser?

21 A. Well, the request comes to me, but all outside counsel,  
22 every time any outside consultants are hired, it requires  
23 executive council to approve them. Sometimes they don't, but  
24 in TWA's case, they approved every one that they asked for.

25 Q. All right. Merger counsel, was there a special lawyer

Woerth/direct

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1 Q. How would you compare this appearance at the Allied  
2 Pilots Association board of directors on October 27, 2000, to  
3 the organizing efforts that were ongoing at Continental  
4 airlines amongst the pilots there?

5 A. At this point with Continental, the reason I chose  
6 Continental and Fed Ex is we had a large group including  
7 their board of directors who was already on board and willing  
8 to sign an agreement. We had already, it was going to cost  
9 about a million and a half dollars for each campaign. We had  
10 almost 100 volunteers of ALPA volunteers who would need to go  
11 out on the road and be willing to work for about 120 days, be  
12 in the crew rooms, talk to the pilot, be present on videos,  
13 make campaign literature. It is a like a political campaign  
14 that lasts intensely the last 120 days are very intense but  
15 it takes about a year.

16 Q. These are pilots from other airlines like Northwest and  
17 United?

18 A. Yes.

19 Q. Who go to talk to Continental in the Continental crew  
20 rooms?

21 A. Right. Plus we had Continental pilots, most important  
22 in the effort because their board of directors, the ICE  
23 board, wanted to merge with ALPA and so it is going to be a  
24 joint campaign. And we were going to get, I had enough  
25 contact with Fed Ex that we were going to have a similar

Woerth/direct

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1 experience with Fed Ex because we had a large majority of the  
2 board and their leadership actually wanted to merge. I  
3 wasn't having to convince them.

4 THE COURT: By the way, there is two ways you can  
5 take a nonALPA union, one, can you merge the two unions.

6 THE WITNESS: Yes, sir

7 THE COURT: You don't get cards, you don't do a  
8 campaign there?

9 A. That's correct.

10 THE COURT: Or you can use a card campaign which is  
11 in effect you certify the existing union and then certify  
12 ALPA as the bargaining agent, or have an election which then  
13 certified ALPA.

14 THE WITNESS: Those are the two methodologies, sir.

15 I rejected the card campaign. I was, I thought it  
16 was a terrible strategy, and I was the principal advocate of  
17 this strategy only by merger. If it couldn't co-opt the  
18 leadership, if they didn't agree with you, I didn't want a  
19 hostile takeover.

20 It is either a friendly takeover where both  
21 leadership teams wanted it, or it wasn't worth pursuing it.  
22 It was going to be a costly failed endeavor. So I was  
23 committed to one strategy, a strategy by merger, not by card  
24 count.

25 Q. If we go to the third page of this document, be it

Woerth/direct

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1 further resolved, and numbered paragraphs. I would like to  
2 get to the number 3 item. Proposed merger agreements with  
3 independent pilots associations will be subject to approval  
4 by the executive council and ratification by the executive  
5 board.

6 So did this resolution reflect the preferred method  
7 that you just stated?

8 A. Yes, it did.

9 Q. Is this the method that you employed with the a, that  
10 the association employed, with the Continental pilots?

11 A. Yes.

12 Q. So how did it start, was their action taken by the  
13 governing body of the Continental pilots?

14 A. Eventually it started with my approaching their  
15 leadership, probably in 1999. And it took a lot of months to  
16 develop a bond and a trust that this is something we should  
17 do together, so it is probably six months of spade work, if  
18 you will, trying to nurture a relationship and then got them  
19 very interested to the point I wanted to make sure that the  
20 Airlines Pilot Association would approve the merger, and they  
21 needed the confidence that the entire board of directors  
22 would welcome Continental back. That is really what the  
23 principle focus of the whole reason to have this pilot unity  
24 resolution, it was about Continental, it wasn't about Fed Ex  
25 and it wasn't about American.

Woerth/direct

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1 A. No.

2 Q. Did you appear at the April 2 MEC meeting?

3 A. No.

4 Q. Why not?

5 A. I wasn't invited.

6 Q. And how does that work under ALPA's practice?

7 A. ALPA's practice is, I am like the president. We have 41  
8 airlines. And I work in Washington, and I don't impose  
9 myself on the govenors, I don't just show up at their  
10 meetings. I am the president. I want to talk to you, if  
11 they want my advice they can invite me to meetings which I am  
12 happy to attend. They can see me in Washington. But I had  
13 60,000 pilots, of which -- to represent. I am not ensure  
14 where I was April 2, but I wasn't with them, I know that.

15 Q. Were you invited to that meeting?

16 A. No, I was not.

17 Q. And do you have other responsibilities as the president  
18 of the union?

19 A. Many additional responsibilities. Yes. 60,000 pilots,  
20 40 airlines.

21 Q. Is there a staff of the Air Line Pilots Association  
22 responsible for directing the activities?

23 A. Yes, we have nearly 500 employees and lots of directors  
24 and lawyers who do the work.

25 Q. And are there areas that you focus on aside from local



Woerth/direct

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1 that road now.

2 Q. And did you agree with that decision?

3 A. Yes, I did.

4 Q. Could you think of anything that you could have done or  
5 that ALPA could have done to persuade the Allied Pilots  
6 Association to go along with the seniority integration  
7 process that ended up with arbitration?

8 A. I do not.

9 Q. All right. After the MEC made this decision on April 2,  
10 you made an appearance, did you not, at the Allied Pilots  
11 Association board of directors meeting in April, 2001?

12 A. Yes, I did.

13 Q. Would you tell us how that came about, please?

14 A. I requested a meeting and asked that president of APA,  
15 John Darrah at the time, it was going to be in Texas, in  
16 Dallas, to meet with American Eagle pilots and I wanted this  
17 opportunity to talk to the board to advocate the position of  
18 the TWA pilots in in this integration.

19 Q. Did Mr. Darrah extend an invitation to you to appear  
20 beer before the Allied Pilots Association board on April 5?

21 A. Yes, he did.

22 Q. You accepted that invitation and addressed the board?

23 A. Yes, I did.

24 Q. Tell us, what did you tell the board?

25 A. I told the board that the TWA pilots had made a very

Woerth/direct

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1 difficult decision, it is hard to give up scope protection,  
2 and a right you believe you have, and, but they had done that  
3 now.

4 I was really trying to get them convinced that most  
5 importantly, that the provision in the contract about just  
6 stapling to the bottom 100 percent of the TWA pilots was  
7 totally unacceptable, it was morally reprehensible. They  
8 would live to regret the day in this regard. They wanted,  
9 they were very jealous of the Northwest contract, the United  
10 contract, the Delta contract, the ability to have pilot  
11 unity, and as a reminder to them they had done small things  
12 before, the great American Airlines had a couple of small,  
13 they bought Trans Caribbean in the sixties, they bought Air  
14 California. They bought Reno, those were tiny small  
15 transactions. 11,000 pilots absorbing two or three hundred.

16 And this was very different. TWA was almost 2,500  
17 pilots with an established carrier, very seasoned, and if  
18 they wanted unity they were going to have for their combined  
19 future at American, they are going to have to have a fair  
20 process, even if it didn't include arbitration, their  
21 negotiation was going to have to really stretch beyond what  
22 they purportedly had right in their contract. So I was  
23 encouraging them to use all their efforts to go way beyond to  
24 what they thought they were going to do to think of the long  
25 term future of American, which included TWA, that they would

Woerth/direct

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1 would be better off having a fair integration through  
2 negotiation and that I would do everything I can to help that  
3 process.

4 I suggested we get facilitation, if you won't have an  
5 arbitrator, at least get some outside help to try to get the  
6 parties to get to a deal, but they could not approach this  
7 like they did with Reno Air or Trans Caribbean or Air  
8 California. This was a big transaction, the TWA pilots  
9 deserved a better integration that their contract was  
10 providing.

11 Q. Did you tell the Allied Pilots board of direct  
12 directors that you told the TWA pilots that they needed to  
13 get real?

14 A. No. I told American pilots that they needed to get real.  
15 It was all in reference to this idea that they could staple  
16 absolutely to the bottom of single pilot. That was  
17 completely unreasonable. And I reminded them of their  
18 hippocracy, quite frankly. If you are acquiring somebody,  
19 you want to be stapled. If you are being acquired by  
20 somebody else, you want to be integrated, I told them that.  
21 I called them on that. They didn't seem to blink, but I  
22 think they got my message.

23 Q. Did you compare this transaction to the Reno deal?

24 A. Yes.

25 Q. What did you say about that?

Woerth/direct

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1 A. There was nothing to compare. Reno was a brand new  
2 airline with junior pilots. There was only a couple hundred  
3 of them. And TWA had been around for 70 years, and some of  
4 these pilots had been flying for 30 years. And they had an  
5 important international network and domestic network, their  
6 company thought it was important enough to buy them, for  
7 their future they ought to do a fair integration.

8 Q. Did you say anything to the Allied Pilots Association  
9 board of directors with regard to the age and experience of  
10 the TWA pilots in terms of how that might impact the American  
11 pilots?

12 A. Well, I tried to remind them that TWA was also a very  
13 senior pilot group. They had a lot of senior pilots and  
14 within five to ten years, I thought a large, I didn't have  
15 precise numbers, but 30 to 40 percent of the TWA pilots would  
16 retire, in other words, the benefit of that American pilots  
17 were all going to to get promoted inside to those jobs, so  
18 that again, my focus was trying to think of the long term.

19 This is a merger that is going to happen now.  
20 American will benefit and you will inherent a lot of good  
21 jobs from TWA because their senior pilot force will retire,  
22 so bottom line, think long term. Don't think about tomorrow.  
23 Think ten years from now.

24 Q. Mr. Woerth, do you think that your appearance before the  
25 APA board of directors was a help or a hindrance to the TWA

Woerth/direct

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1 pilots in their seniority integration?

2 MR. JACOBSON: I am going to object, your Honor.  
3 I think that is total speculation.

4 THE COURT: Ask that a different way. I am  
5 sustaining the objection to that question.

6 Q. Mr. Woerth, what if any impact do you feel your  
7 appearance had?

8 A. I do know that unlike in previous acquisitions by  
9 American, that APA ultimately did agree to enter in  
10 facilitated negotiations, negotiations that ultimately took  
11 place from, well, the deal was in April. They continued to  
12 negotiate all the way through mid September which was very  
13 uncharacteristic of American, and that they did come off  
14 their staple everybody to the bottom of the lies, it was  
15 still in my view a harsh integration but 46 percent of TWA  
16 got integrated. Not as well as I would have liked. And so I  
17 hope there was some impact. I can't take credit for this. I  
18 tried my best.

19 Q. All right. Returning to exhibit P-244. Which has been  
20 now I think received in evidence?

21 THE COURT: Which one?

22 MR. KATZ: P-244. I distributed that before.

23 THE COURT: That is in evidence.

24 MR. KATZ: Before the break.

25 THE COURT: That was already in evidence.

Woerth/direct

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1 listing things before April 2 and after April 2, you attended  
2 the APA board of directors. That was on April 5, right?

3 A. Yes.

4 Q. Then on April 23 you attended the TWA MEC meeting. And  
5 and met with the TWA pilots?

6 A. Yes.

7 Q. And do you remember taking part in any of the seniority  
8 integration discussions after this point in time?

9 A. It was later in the summer when the facilitation  
10 started. 2, I took the opportunity twice to attend the  
11 facilitation.

12 Q. What city were those talks being held in?

13 A. In Washington, D.C.

14 Q. Who were the participants in those talks?

15 A. There was merger committees of both of American pilots  
16 and the TWA pilots.

17 Q. Anyone else present?

18 A. I think the facilitator was also present.

19 Q. That was Rolf Dalton?

20 A. That's correct.

21 Q. And he is a nationally recognized arbitrator and  
22 mediator?

23 A. That's correct.

24 Q. With experience in airline industry disputes?

25 A. Yes.

Woerth/direct

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1 Q. Were there also lawyers for the two sides there?

2 A. On at least one occasion I believe both Roland Wilder  
3 and Wes Kennedy were both present, I believe.

4 THE COURT: What is the second name?

5 A. Wes Kennedy I believe is the attorney that the American  
6 pilots were using. Wes Kennedy.

7 Q. He was their seniority lawyer?

8 A. Yes.

9 Q. Like Mr. Wilder was for the TWA pilots?

10 A. That's correct.

11 Q. And what was the subject being discussed at these  
12 meetings?

13 A. Well, they were having facilitated discussions to get to  
14 a negotiated settlement of integration. I came to support  
15 the TWA pilots and also to encourage the importance of a  
16 negotiated settlement, and the sooner they got one, the  
17 better.

18 So I was trying to encourage both parties, both  
19 parties honestly to stretch and try to reach an agreement.

20 Q. And how did it come about that you attended this  
21 session?

22 A. I asked the party, I think Bob Pastore asked if I could  
23 show the support for the TWA pilots, my physical presence at  
24 the meeting, so I complied with that.

25 Q. What did you say when you were there?

Woerth/direct

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1 A. I encouraged to the Allied Pilots that they, of course  
2 were going to have to get off that stapling proposal. They  
3 are going to have to stretch, I reminded them what I told  
4 them in Dallas, you shall going to have to get way past where  
5 you think you can have a comfortable, fair settlement that  
6 you can be proud of, and American employees as well as  
7 Allied.

8           Everybody needs to get off their current positions  
9 because it was like trench warfare. You weren't going to get  
10 a deal with both sides staying exactly where they were and  
11 just staring at each other. There hadn't been a lot of  
12 movement. That is what I told them.

13 Q. Mr. Woerth, it has been suggested in these proceedings  
14 earlier before today, that the TWA pilots might have  
15 benefited if you had threatened litigation at the meeting you  
16 are referring to. Did you consider that?

17 A. I didn't think litigation would be helpful. In fact, it  
18 would be a total distraction, and might end the  
19 negotiations.

20 Q. Why did you think that?

21 A. There was no legal foundation to compel American  
22 Airlines pilots to even negotiate. They had a contract that  
23 said they could do what they were going to do. Nobody  
24 appreciated that. I certainly didn't. But I didn't see a  
25 legal argument. There was a morally persuasive argument to



Woerth/direct

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1 THE COURT: Okay. You are correct.

2 Q. Can you identify this document?

3 A. Yes.

4 Q. What is it, please?

5 A. It is a request to hire James Baehler to provide  
6 negotiating training, consultant services to the merger  
7 committee of the TWA MEC.

8 Q. Is this an executive council, ALPA executive council  
9 resolution dated May 21, 2001?

10 A. Yes, it is.

11 MR. KATZ: Can this be admitted into evidence,  
12 your Honor?

13 THE COURT: Any objection.

14 MR. JACOBSON: No objection, your Honor.

15 THE COURT: D 158 in evidence.

16 Q. And can you tell us how did did this issue arise of  
17 hiring Baehler?

18 A. It was a request of the TWA MEC.

19 Q. Was it, do you know who Baehler was?

20 A. Yes, I do now. I don't think I knew him at the time.

21 Q. And how would -- who was he?

22 A. He was a consultant to provide training for negotiations  
23 to lots of different types of companies.

24 Q. All right. And did the ALPA Executive Council grant or  
25 deny the request of the MEC?

Woerth/direct

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1 A. They granted it.

2 Q. This was May 21?

3 A. Yes, sir.

4 Q. 159, please, for identification.

5 THE COURT: D 159.

6 MR. KATZ: Yes, sir.

7 Q. This is just a day or two later the ALPA executive board  
8 is meeting. That is a different body from the executive  
9 council, right?

10 A. That's correct.

11 Q. We went over that before. This is the master chairman  
12 of each airline comprised the executive board. Did it not?

13 A. That's correct.

14 Q. And do you recognize exhibit D 159 as a resolution  
15 adopted by the executive board at its May 22 to 24, 2001,  
16 regular meeting?

17 A. Yes, I did I do. Can can I ask that it be admit  
18 understood evidence, your Honor.

19 THE COURT: Any objection.

20 MR. JACOBSON: No objection.

21 THE COURT: D 159 in evidence.

22 Q. All right. Tell us, Mr. Woerth, what what the TWA  
23 pilots were seeking here?

24 A. It is a long resolution. I am going to need a moment.

25

Woerth/direct

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1 Additional funding to enable -- to properly  
2 represent the TWA pilots through their crisis and properly  
3 complete the task before them. They wanted another one  
4 million dollars, I think. They they already had a million  
5 dollars.

6 Q. So were they looking for additional support from the  
7 union?

8 A. Yes.

9 Q. And under the "Therefore, be it resolved," would you  
10 read what the executive board did?

11 A. It says the executive board pledges the full moral  
12 support of the association along with the necessary funding  
13 in accordance with current ALPA policies and ALPA  
14 constitutional bylaws to enable the TWA MEC to properly  
15 represent the TWA pilots through this crisis and to properly  
16 complete the tasks before them.

17 Q. So they asked for support and they got it?

18 A. Yes.

19 Q. Let me put that up on the board here, too.

20 With regard to the funding, are you aware of any  
21 project that was denied to the TWA pilots because of a  
22 shortage of funds?

23 A. I am not aware of a single project that was denied TWA.

24 Q. All right. Exhibit P 316 is in evidence. It is an  
25 ALPA --

Woerth/direct

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1 THE COURT: P-2.

2 MR. KATZ: D 233.

3 THE COURT: Okay.

4 Q. Can you identify this document, Mr. Woerth?

5 A. Yes.

6 Q. What is it?

7 A. It is a letter from Captain Pastore to me.

8 Q. And can you even capsule encapsulate what he was seeking  
9 here. Well, what is significant about the aletter, in your  
10 view?

11 A. It appears with him thanking me for our support of the  
12 pilot group of the executive board.

13 Q. Let me ask you to slow down for a second. I?

14 MR. KATZ: I would ask that this be received in  
15 evidence, your Honor.

16 THE COURT: Any objection?

17 MR. JACOBSON: No objection on this one.

18 THE COURT: Okay. D 233 in evidence.

19 Q. Blow up the first paragraph, please. You were saying,  
20 Mr. Woerth, before I asked you to identify the document, what  
21 was Mr. Pastore saying in the letter?

22 A. He was thanking me for my support and getting the  
23 support of the executive board and opening and closing  
24 paragraphs. He also enclosed a copy of a video presentation  
25 along with this letter.

Woerth/direct

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1 Q. He says, in the next-to-last paragraph, where he says  
2 enclosed is a copy of a video presentation that was produced  
3 with your assistance and the assistance of the ALPA  
4 Communications Department.

5 What is he talking about there?

6 A. I believe he is probably talking about the video  
7 presentation on seniority integration, that I kind of gave  
8 the introduction to a presentation for fair integration,  
9 Rightful Place, I believe it was called.

10 Q. Correct. The plaintiffs actually showed the jury part  
11 of your video in that document. So June 14 was the video.  
12 Did you participate in making the video?

13 A. Yes, I did.

14 Q. And do you know what was, what resources were used to  
15 make the video?

16 A. I know our ALPA communications facility, I believe as  
17 well as a communications specialist, helped in producing that  
18 video.

19 Q. Was it unusual for the president of the association to  
20 take part in the seniority integration materials like in?

21 A. Yes, it was.

22 Q. Why is that?

23 A. Most pilot seniority integrations want to keep the  
24 president and executive council and everybody else out of, in  
25 other words, go to your neutral corners, we don't support

Woerth/direct

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1 either side, and don't make any statements that will look  
2 like it is contrary or, to ALPA policy. So there was, to  
3 speak on a specific seniority integration proposal was a  
4 little unusual.

5 Q. Are you aware of any instance of the president of ALPA  
6 participating in the seniority integration talks in this  
7 manner?

8 A. I am not aware of any.

9 Q. And was this video widely disseminated?

10 A. I believe it was.

11 Q. Exhibit 299 for identification, please. This is a July  
12 18 letter from Captain Pastore to you, Mr. Woerth. Did you  
13 receive this on or about that date?

14 A. Yes.

15 MR. KATZ: I would ask it be received in evidence,  
16 your Honor.

17 THE COURT: Any objection to D 299?

18 MR. JACOBSON: No, your Honor.

19 THE COURT: Okay. D 299 is in evidence.

20 MR. KATZ: Thank you.

21 Q. The first paragraph, Captain Pastore refers to his vice  
22 chairman appearing in front of the executive council. Do you  
23 recall that event?

24 A. Yes, I do.

25 Q. And what do you remember about it?

Woerth/direct

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1 A. Yes.

2 Q. Do you know whether the TWA pilots floated an assessment  
3 at that time, in January, 2001, to pay for Mr. Wilder's fees?

4 A. I don't know how soon they formed, I believe they had  
5 \$600,000, I am not sure when they raised the money.

6 Q. But what was the position of the Air Line Pilots  
7 Association in connection with the request in July 18, 2001  
8 letter that is received as exhibit D 299?

9 A. Up until that time with U.S. Airways involvement we  
10 didn't believe we could assist, but we are willing to  
11 reconsider now that U.S. Airways in which Captain Pastore is  
12 now that they are gone, we could consider additional help.

13 Q. Thank you. I would like to show the witness exhibit D  
14 136 for identification.

15 THE COURT: Okay.

16 Q. Can you identify this document?

17 A. Yes.

18 Q. What is it, please?

19 A. It is a request for economic financial analysis of a  
20 great many things, the differences between TWA and American  
21 contract.

22 Q. Let me start --

23 A. Almost a dozen.

24 THE COURT: P-136, is this that a memo from Ana  
25 McAlhrehn Schulz.

Woerth/direct

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1 A. Yes.

2 Q. Ms. McAlren-Schwarts was at the time, what position did  
3 she told?

4 A. She was the director of our economic and financial  
5 analysis department.

6 Q. And the memo is dated August 3, 2001?

7 A. Yes.

8 Q. And is she reporting on a meeting she had with a  
9 representative or representative of the TWA pilots?

10 A. Yes.

11 Q. And did you receive this memo and talk to Mc. McAhlnren  
12 Schultz at or about that time?

13 A. I received the memo and I believe I also talked to her.

14 MR. KATZ: Your Honor, I would ask that D 136 be  
15 received in evidence.

16 THE COURT: Any objection?

17 MR. JACOBSON: I don't believe so, your Honor.

18 THE COURT: You want time to check?

19 MR. JACOBSON: I don't believe so.

20 THE COURT: Okay. There is no objection.

21 MR. JACOBSON: No, your Honor.

22 THE COURT: All right.

23 THE COURT: D 136 is in evidence.

24 Q. There are a great many items on this list, Mr. Woerth.  
25 Is that what you were saying?



Woerth/direct

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1 A. That was American, of course.

2 THE COURT: My question was specifically as to the  
3 seniority provisions, the scope provisions of the two  
4 contracts. It was understood that Allegheny Mohawk rights  
5 that TWA had in its ALPA contract were not in the American  
6 APA contract, at least when American was the acquirer.

7 A. That's correct.

8 THE COURT: That was understood.

9 Q. So I have written up there the contract comparison that  
10 was compared by the economic and financial analysis  
11 department. Could we turn to exhibit D 160 for  
12 identification, please: Do you have that document?

13 A. Yes, I do.

14 Q. Can you identify what the document is?

15 A. It is another outside counsel request by the TWA MEC

16 Q. This is an ALPA executive council resolution dated  
17 September 24, 2001?

18 A. Yes.

19 MR. KATZ: I would ask for its receipt in evidence,  
20 Judge Irenas.

21 MR. JACOBSON: No objection, your Honor.

22 THE COURT: D 160 in evidence. Go ahead.

23 Q. Let's just flip down to the bottom paragraph where it  
24 says the final resolution?

25 A. Yes.

Woerth/direct

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1 Q. The MEC has requested that the association retain Roland  
2 Wilder to provide legal services related to an alleged  
3 violation by TWA and American of the contractual obligations  
4 in connection with seniority integration. Do you know what  
5 that refers to?

6 A. Yes, I do.

7 Q. Would you tell the jury, please?

8 A. I think we were preparing a grievance as to the best  
9 efforts clause of an American agreement with, to use their  
10 best efforts in seniority integration, we were filing a  
11 grievance and this was a request to have -- to pay Roland  
12 Wilder for those services.

13 Q. Turning to the therefore, therefore be it resolved and  
14 further resolved clauses on the second page.

15 A. Yes.

16 A. We, the executive council authorized, we gave them what  
17 they asked for.

18 Q. Okay. This is different from the seniority integration  
19 fees, this is work on something else?

20 A. Yes.

21 Q. Kind of grievance litigation?

22 A. Correct.

23 Q. Let me continue my list here. I have run out of room on  
24 this page. Let me start a new page. There was September 24.  
25 Wilder fees.

Woerth/direct

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1           Do you know whether action was taken on this issue  
2 to pursue this legal concept.

3       A.    Yes, we did pursue the grievance.

4       Q.    All right. Except D 305 for identification. Do you  
5 have that, Mr. Woerth?

6       A.    Yes, I do.

7       Q.    Is this the submission made under your name of the  
8 grievance to the system board of adjustment?

9       A.    Yes, it is.

10           MR. KATZ: Your Honor, I would ask that 305, D 305,  
11 been received in evidence.

12           MR. JACOBSON: No objection.

13           THE COURT: D 305 in evidence.

14       Q.    The document has several parts, the first page is dated  
15 October 26, 2001. Is that signature on your behalf on page  
16 3, Mr. Woerth?

17       A.    Yes, it is.

18       Q.    And is that the submission by the Air Line Pilots  
19 Association of this grievance to this system board of  
20 adjustment?

21       A.    Yes, it is.

22       Q.    And is that an arbitration panel?

23       A.    Yes, it is.

24       Q.    What is the question that was presented, looking back to  
25 the bottom of page 1?

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1 Compton who was the CEO, and asked if he was aware what was  
2 going on.

3 He said he was, that he had assisted Brundage in  
4 some regard trying to save, in his words, save this deal so  
5 we could get a negotiated settlement rather than a contract  
6 of seniority imposition by American, and APA which they  
7 reported to me that it was imminent, that sometime within the  
8 next ten or 20 days APA and American were just going to  
9 impose their will and that would be the end of it. They are  
10 hoping to get a three-party agreement that they could reach  
11 an agreement that the TWA MEC would agree to, that we could  
12 have, be a part of the agreement, to provide extra protection  
13 for the TWA pilots.

14 Q. What was your view of the best course of action to  
15 protection the TWA pilots?

16 A. My view was to try to entice the best possible offer you  
17 could from American and to re-engage in negotiations, and to,  
18 in this letter they also talk about efforts to have  
19 legislation that Mr. Carty had found out about and was very  
20 angry about and actually threatened to walk away from the  
21 transaction.

22 That had been confirmed to me, Norm Mineta, the  
23 Secretary of Transportation, this is all happening at the  
24 same time, Mr. Carty was very angry about an attempt for  
25 legislation and that I wanted the TWA MEC to re-engage and I

Woerth/direct

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1 talked to Brundage and through our attorney to sweeten their  
2 offer, to put more on the table, give some extra protection  
3 for seniority for TWA pilots, protect the St. Louis domicile  
4 specifically. This was kind of a last-ditch effort to try to  
5 get a negotiated settlement.

6 Q. Did you say that you improved, you asked the other side  
7 to improve their offer?

8 A. Yes, I did.

9 Q. Did you say you talked to the secretary of  
10 transportation, Norman Mineta?

11 A. Yes, I did.

12 Q. When was that conversation?

13 A. Well, there were several conversations. I was in  
14 constant contact with the Secretary of Transportation because  
15 of the events of 9-11 but on this specifically, the last one  
16 was really, near the end of October, the 21st or 22nd of  
17 October, but I talked to him probably every two or three  
18 times a week in the weeks leading up to this.

19 Q. What did you say to him about the TWA pilots?

20 A. I told him, he was mostly a one-way conversation, that  
21 he was totally aware, he is the Secretary of Transportation,  
22 I was completely interested. His son was a TWA pilot. He  
23 was not unaware of what was going on. The Secretary of  
24 Transportation had a son at TWA. Rob Brantner I think was  
25 his name.

Woerth/direct

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1           And, but he was afraid that American was about to  
2     just do what they wanted to do with APA and just move on to  
3     other subjects, that the events of 9-11, it was time to just  
4     end the negotiation, not walk away from the transaction, but  
5     impose their seniority list and just be done.

6           THE COURT: They couldn't walk away from the  
7     transaction, it was already closed.

8     A.    No, he wasn't talking about walking away from the  
9     transportation. He is you talking about just giving an  
10    imposed seniority list, reaching an agreement with APA and  
11    American and just be done. That was the advice I got from  
12    the Secretary of Transportation. And that the government was  
13    not going to intervene or stop the transaction, or put  
14    pressure on Mr. Carty. We were done now.

15    Q.    That is what Mr., Secretary Mineta told you?

16    A.    Secretary Mineta.

17    Q.    Why did you view the imposition of an agreement between  
18    APA and American as less desirable for the TWA pilots?

19    A.    The way American, this is a common par gaining practice,  
20    they had suite end the offer, but only with agreement, in  
21    other words, they added additional things, additional  
22    seniority protection, they created a special, what they call  
23    it the St. Louis cell, that the St. Louis, where the TWA  
24    pilots were domiciled would be given extra protection,  
25    special seniority about that.

Woerth/direct

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1 recollection that the --

2 A. I always knew that, the ultimate outcome that it was  
3 removed. I didn't know the timeframe. Now you are  
4 refreshing my memory of what time that actually happened, in  
5 December.

6 THE COURT: That happened in the joint conference  
7 meeting between the House and the Senate, didn't happen in  
8 the, in the Senate it passed --

9 THE WITNESS: That's correct.

10 Q. The next paragraph in the middle of the paragraph,  
11 Captain Stieneke says, blow up the middle paragraph, Brian.  
12 We wish to thank Senator Bond, Carnahan and others for their  
13 efforts to date. Furthermore, we would like to express our  
14 gratitude to our own Legislative Affairs Committee, and ALPA  
15 Government Affairs for their support and guidance in pushing  
16 this proposed legislation forward.

17 Did you see that at the time?

18 A. Yes.

19 Q. And you agree with this appreciative comment of Captain  
20 Stieneke?

21 A. I appreciate it, we tried, and it didn't work.

22 Q. Was there, despite the proposed legislation, was there  
23 nevertheless another opportunity for consideration of  
24 agreement?

25 A. After the October MEC meeting?

Woerth/direct

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1 Q. Right, right.

2 A. Yes. I had implored through Jeff Brundage, American and  
3 APA pilots, not to reach an agreement, and try at least one  
4 more time to give us another chance to vote on a superior  
5 agreement, the one that was rejected previously in October by  
6 the TWA MEC.

7 Q. And can you tell us what happened with regard to that  
8 effort?

9 A. A meeting was called for December 7. By that time there  
10 was only two representatives left --

11 Q. You said December 7.

12 A. I said November 7, I meant to say November 7.

13 Q. Thank you.

14 A. I apologize. November 7 of 2001. And by that time, the  
15 MEC, which used to have six members, was down to two. The  
16 West Coast base and the East Coast base were closed, so now  
17 all the votes were consolidated into two people.

18 Q. All the pilots were placed in St. Louis?

19 A. All the pilots were based in St. Louis. Captain Steve  
20 Rautenberg and First Officer Young were the only two  
21 representatives who represented all the pilots. So now if  
22 there is another vote, two people would make the decision.  
23 So the meeting was called, and for November 7, by Captain  
24 Pastore.

25



1 with the APA caused them to not staple all of the TWA pilots  
2 to the bottom of the list. Is that correct, sir?

3 A. That wasn't the only consideration, but I think I helped  
4 that.

5 Q. All right. When do you think did you that, sir?

6 A. The first time I talked to John Darrah which was right  
7 after the transaction was announced and then again in April.

8 Q. When did you think that you persuaded them that they  
9 shouldn't staple everyone?

10 A. I am not sure if that was the only persuading person but  
11 I made that argument. I am not sure when they made their  
12 decision. I think it might might have been before that.

13 Q. You don't know when that was?

14 A. No, I don't know when it was.

15 Q. He we talked about the major contingency fund. That is  
16 a pool of money roughly 70 million in cash, 20 million in  
17 property, that ALPA tries to maintain for major contingencies  
18 like strikes and the like, correct?

19 A. Yes.

20 Q. All right. And you viewed that this proposed merger  
21 between TWA and a nonALPA carrier, the acquisition of assets,  
22 however you want to characterize it, that would be something  
23 that would come within the major contingency, correct?

24 A. I know TWA had been given multiple grants of the major  
25 contingency fund dating back to 1988.

Woerth-cross/Jacobson

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1 MR. JACOBSON: I am waiting to see if he read it.

2 A. I read it.

3 Q. Now, you mentioned earlier that you recalled that the  
4 advice you got was that if there was a merger, that would  
5 likely lead to ALPA being liable for 45 million dollars. Do  
6 you remember saying that?

7 A. Yes.

8 Q. And do you now recall whether you were told that the  
9 combination was not by merger, but through, but through the  
10 issuance of authorization cards?

11 THE COURT: Followed by an election.

12 Q. Following by an MB election that would dramatically  
13 reduce the possibility of any liability?

14 A. It does not refresh my memory. It may be my fault. I  
15 only really wanted the answer to one question. I asked the  
16 lawyer a question. He gave me the answer to a question I  
17 didn't ask. I only cared about the merger. I was never  
18 going to do a card campaign. So whatever they advised me on  
19 a card campaign, I don't remember it because I was completely  
20 disinterested. I would never do a card campaign on  
21 American. I wanted to know what about a merger, and I  
22 stopped reading or listening after that. That is probably  
23 why I don't remember. I didn't care about it.

24 THE COURT: Even if it would get you 11,000  
25 American pilots? I mean that is the jewel, at that time,

Woerth-cross/Jacobson

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1 supposed to be the jewel of the domestic airline industry.

2 THE WITNESS: Your Honor, I would respectfully  
3 disagree.

4 I never, the point of the union is to have a strong  
5 union. You can win an election by one tenth of one percent  
6 and you have won, and now you have got a boat load of  
7 trouble.

8 We did that with Federal Express, and we won. And  
9 two years later they decertified it. We lost millions of  
10 dollars, big fight, took us six years to get them back. I  
11 was committed to only one way, not a card campaign which  
12 would be viewed as hostile.

13 My judgment was the only way to have a long-term  
14 success, not even an election success, was by a merger. That  
15 is what I was committed to.

16 THE COURT: Does the card campaign have to be  
17 hostile?

18 A. I viewed it -- with independence -- when you are not  
19 organized, you are not fighting another union. When you are  
20 already organized, I believe they were viewed as hostile. If  
21 they hadn't agreed to it, if the board wasn't on board like  
22 we did with Continental and Fed Ex, it would be competing  
23 campaigns. I just saw that as failure. That was my  
24 judgment, long-term failure. Even if you won the election  
25 you wouldn't win much.

Woerth-cross/Jacobson

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1 Q. Right. But if the APA board, if the people who were in  
2 charge of APA, really wanted to merge with you, and they  
3 wanted to accommodate your interest in avoiding picking up  
4 this 45 million dollars fine, sir, wouldn't it be appropriate  
5 then to say you have our blessings, go forward with the card  
6 campaign, we don't consider it hostile? We understand we  
7 need to cooperate with you this way in order to avoid this  
8 fine flowing through to ALPA?

9 A. That question never occurred to me or anybody else that  
10 I was aware of.

11 Q. And you don't recall receiving advice that as long as  
12 you minimized ALPA's, APA's official involvement in the card  
13 campaign and did it with ALPA money, that that would further  
14 immunize ALPA from any liability for the 45 million dollars?

15 A. I think I already testified I wasn't listening to  
16 anything about a card campaign. I was determined to only do  
17 a merger.

18 Q. Let me give you a document, keep that one up there. Let  
19 me give you a document marked as P 10.

20 THE COURT: P 10.

21 MR. JACOBSON: Yes.

22 THE COURT: All right.

23 Q. Do you have that document, sir?

24 A. Yes.

25 Q. And that document is a transcript of sorts, a rough

1 Q. That is part of what you do?

2 A. Part of the whole profession, absolutely.

3 Q. That is part of your strength, to get the special  
4 interest litigation that your constituents need?

5 A. Yes.

6 MR. JACOBSON: I am trying to skip over things.

7 THE COURT: I am not bothering you.

8 MR. JACOBSON: I know. We all have places to go  
9 here, your Honor.

10 Q. Do you know a man named John Clark?

11 A. Yes.

12 Q. How do you know Mr. Clark?

13 A. Mr. Clark used to be on the board of APA board, and he  
14 was an extremely interested person in APA joining the Air  
15 Line Pilots Association.

16 Q. All right. In fact, he was the person who filed the  
17 motion for the -- for APA's ALPA Exploratory Committee?

18 A. Probably so.

19 Q. All right. And he was the person who took the lead in  
20 collecting the vote authorization cards?

21 A. He did it on his own volition for his own campaign.  
22 ALPA had nothing to do with what he was doing, but he did do  
23 that, as I understand.

24 Q. Okay. So the answer is yes, he is the person who helped  
25 lead the authorization card campaign to bring ALPA on to the

Woerth-cross/Jacobson

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1 property at American Airlines?

2 A. Within American. American campaign.

3 Q. I understand. The answer is yes, that is the person,  
4 John Clark?

5 A. That is the person.

6 Q. And in fact you met Mr. Clark in Las Vegas, Nevada, at  
7 the AFL-CIO convention?

8 A. I did.

9 Q. At that point he delivered a large quantity of  
10 authorization cards to you and Mr. Mugerditchian?

11 A. Delivered a package. I have no idea how many cards were  
12 in there busy didn't care but he give us some cards. He gave  
13 them to Mugerditchian, yes.

14 Q. Over a thousand cards, right?

15 A. I haven't a clue how many cards were there.

16 Q. And a disk with the index of all the cards, database of  
17 the cards, correct?

18 A. I don't know anything about that.

19 THE COURT: Nobody opened the envelope, you just  
20 burned it.

21 A. I, we had lunch, your Honor. At that luncheon meeting.  
22 He had it in a suitcase. I had to leave. I said leave  
23 whatever you have with Mr. Mugerditchian, but I was also  
24 clear, thank you for your interest but I was not going to do  
25 a card campaign. He left the meeting highly disappointed

Woerth-cross/Jacobson

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1 moved the motion for the ALPA Exploratory Committee, correct?

2 A. Yes.

3 Q. All right. And you understood that he left his seat on  
4 the APA board, and began on his own collecting authorization  
5 cards to have the American property join ALPA?

6 A. Absolutely, that is what I understood he did.

7 Q. And he brought these cards to you and Mr. Mugerditchian  
8 in Las Vegas, Nevada?

9 A. Yes.

10 THE COURT: Do you know where he got the blank  
11 cards, before anybody signed them, do you know where he got  
12 them?

13 A. I don't, I have no idea.

14 THE COURT: You don't know. Okay.

15 Q. You don't know whether or not they came from ALPA?

16 A. I never looked at the cards. I wasn't interested in the  
17 cards.

18 THE COURT: But that is not the question. The  
19 question is, that I asked is do you know where they came  
20 from. That is a lot of cards.

21 MR. JACOBSON: That is a lot of cards.

22 A. No, I do not, your Honor.

23 THE COURT: All right. That is all.

24 Q. And had you had any conversations with anyone within  
25 ALPA about the fact that Mr. Clark had left the ALPA, excuse

# Exhibit K



1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 12  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 28, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD

17 BY: NICOLE M. ACCHIONE, ESQ.

18 AND: LISA J. RODRIGUEZ, ESQ.

19 AND

20 GREEN JACOBSON, P.C.

21 BY: ALLEN PRESS, ESQ. (MO. BAR)

22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)

23 For the Plaintiffs.

24 ARCHER GREINER

25 BY: STEVEN FRAM, ESQ.

AND

KATZ & RANZMAN

BY: DANIEL M. KATZ, ESQ.

FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBURG, ESQ.

IN-HOUSE COUNSEL FOR ALPA.

Woerth-cross/Jacobson

2

1 Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5 S/ LYNNE JOHNSON

6 Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
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16  
17

18 LYNNE JOHNSON, CSR, CM, CRR  
19 OFFICIAL COURT REPORTER  
20 UNITED STATES DISTRICT COURT  
21 P.O. BOX 6822  
22 LAWRENCEVILLE, NJ 08648  
23  
24  
25

Woerth-cross/Jacobson

21

1 says that executive council approved subject to the approval  
2 of the executive board \$251,94040 in supplemental funding  
3 from the operating contingency fund to bring your MEC's  
4 account up to the required 90 level as of June 1, 2001.

5 Do you see that, sir?

6 A. Yes.

7 Q. Isn't it a fact that this roughly quarter of a million  
8 dollars was the only additional funds provided to the TWA MEC  
9 by ALPA throughout the entire TWA American merger  
10 negotiations, and transition?

11 A. I think that's correct. Everything we requested they  
12 had enough funds to pay for it in their budget.

13 Q. You agree this is the only supplemental funds that ALPA  
14 provided?

15 A. I think that's right.

16 Q. These are the funds that are supposed to be repaid?

17 A. I believe so.

18 Q. All right.

19 Q. In fact, all the things that ALPA approved to TWA MEC to  
20 do, to the extent that you approve things, if there were  
21 costs involved the TWA MEC paid those costs?

22 A. Yes.

23 MR. KATZ: I am going to object to that  
24 characterization, your Honor.

25 MR. JACOBSON: It is already answered.

Woerth-redirect/Katz

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1 THE WITNESS: That's correct.

2 Q. Now, what I am getting to, Mr. Woerth, are there  
3 limitations when you are talking about outside consultants  
4 like Mr. Baehler, that affect any MEC's ability to access its  
5 budgeted funds to spend in that fashion?

6 A. The requirement for any outside consultant is to get  
7 permission, and the point is we are trying to control  
8 expenses.

9 They have, you have your own in-house counsel and  
10 we hope our own resources are good enough, so to help control  
11 the cost of MECs and not just hire everybody's uncle and  
12 cousin, there is some control of outside consultants. If  
13 they feel they are needed, they are approved but they are  
14 charged, accounted for --

15 THE COURT: They pay for it out of their own  
16 budget.

17 A. Yes. They need permission to hire an outside  
18 consultant.

19 THE COURT: I think he has testified to this  
20 before. Go ahead.

21 Q. Mr. Woerth, do you know whether on April 10, 2001, when  
22 TWA and its assets became TWA LLC, a subsidiary of American  
23 Airlines, whether Mr. Compton and some of the other TWA  
24 executives were asked by American Airlines to leave or stay  
25 on or something else?

# Exhibit L

1  
2 IN THE UNITED STATES DISTRICT COURT.  
3 FOR THE DISTRICT OF NEW JERSEY  
CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
and on behalf of all others  
similarly situated,  
Plaintiffs,

7  
8 V.

VOLUME 13  
TRIAL TRANSCRIPT

9 AIR LINE PILOTS ASSOCIATION,  
10 Defendant.

CAMDEN, NEW JERSEY  
JUNE 29, 2011

11  
12 B E F O R E: HONORABLE JOSEPH E. IRENAS  
UNITED STATES DISTRICT JUDGE

13 A P P E A R A N C E S:

14 TRUJILLO, RODRIGUEZ & RICHARD  
15 BY: NICOLE M. ACCHIONE, ESQ.  
AND: LISA J. RODRIGUEZ, ESQ.

16 AND  
GREEN JACOBSON, P.C.  
17 BY: ALLEN PRESS, ESQ. (MO. BAR)  
AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
18 For the Plaintiffs.

19 ARCHER GREINER  
BY: STEVEN FRAM, ESQ.

20 AND  
KATZ & RANZMAN  
21 BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

22 ELIZABETH GINSBURG, ESQ.  
23 IN-HOUSE COUNSEL FOR ALPA.  
24  
25

1  
2 Pursuant to Section 753 Title 28 United States  
3 Code, the following transcript is certified to be an  
4 accurate record as taken stenographically in the  
above-entitled proceedings.

5 S/ LYNNE JOHNSON

6 Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
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18 LYNNE JOHNSON, CSR, CM, CRR  
19 OFFICIAL COURT REPORTER  
20 UNITED STATES DISTRICT COURT  
21 P.O. BOX 6822  
22 LAWRENCEVILLE, NJ 08648.  
23  
24  
25

1 you know, make, continue to make good-faith efforts or at  
2 least what they considered to be good0faith efforts to reach  
3 a deal, it was no longer possible.

4 I think it was a culminating point, vis a vis the  
5 APA, if you will.

6 Q. So let's go back now to the meeting that began on  
7 October 20.

8 Let's go back if we could to D 88 in evidence. And  
9 part with the first page, and try to walk through this a  
10 little bit. I think you mentioned before that you and a  
11 couple other members of the MEC decide not to attend this  
12 meeting because you were concerned about some agenda items?

13 A. Yes.

14 Q. Is that first page, Saturday, October 20, it says not in  
15 attendance, Rautenberg, Lewin and Altman. Does that reflect  
16 what you just discussed?

17 A. Yes.

18 Q. It looks like the meeting continues if we turn to the  
19 second page on Sunday, October 21, 2001. Called to order at  
20 10:30. Tell us, please, what efforts, if any, were made over  
21 the next several days to get the seniority integration  
22 process back on track. Tell us the efforts that were made,  
23 who was involved -- let me break it down for you.

24 Were efforts made beginning on October 21, 2001, to  
25 get the seniority integration process back on track?



1 A. Yes, I think so. Our merger committee was in extensive  
2 meetings with leadership of the APA. It was no longer really  
3 the APA's merger and acquisitions committee they were meeting  
4 with, but with their chairman, and their union president, and  
5 so they were meeting with them. They reported to us that  
6 these meetings were not, you know, negotiations, you know,  
7 even as a stretch any more, but merely the APA explaining to  
8 them the way it was going to be. And explaining to them what  
9 the integration was going to look like.

10 Q. Just logistically these minutes refer to the meeting  
11 being in Washington, D.C.?

12 A. Yes.

13 Q. Are you saying the merger committee was also meeting at  
14 the same time, were they also meeting in Washington?

15 A. Yes.

16 Q. How far apart were the two meetings taking place?

17 A. Well.

18 Q. Do you recall?

19 THE COURT: You mean physically?

20 MR. FRAM: Physically, your Honor, yeah.

21 A. My recollection is that that we were in the same hotel,  
22 they were meeting in the same hotel. I never saw where they  
23 were meeting so I couldn't be sure of that.

24 Q. In addition to the people who were at the meeting, the  
25 MEC meeting, and participating in the negotiations, were

Rautenberg-direct/Fram

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1 other people calling in from time to time?

2 A. Oh, there was a lot of calls.

3 Q. Tell us, give us a sense, who was calling in as this  
4 discussion continued?

5 A. We had calls from Duane Woerth, we had calls from Howard  
6 Atterian, we had calls from Senator Bond's office, a  
7 gentleman by the name of Trevor LeCann. We had a conference  
8 calls with Jeff Brundage, from American. There was a lot of  
9 stuff going on, a lot of interactions going on.

10 Q. The different people who were calling in, what position  
11 were they taking with respect to seniority integration?

12 A. Jeff Brundage was taking the position that, you know, he  
13 realized that this offer was, I won't use the terms he used,  
14 but it was a tough pill to swallow. It wasn't exactly what  
15 he said.

16 But that is the essence of it, in more crude  
17 language. But we should swallow it. And that it was the  
18 best we were going to do. And that if we did not, that  
19 American would not follow through on the commitments that it  
20 had made as part of the offer.

21 THE COURT: You mean the best efforts?

22 THE WITNESS: No. I mean American had made a  
23 commitment to provide a minimum floor to the domicile in St.  
24 Louis which was to be restricted to former TWA pilots. And  
25 that they would not comply with that. They also made a

Singer-cross/Press

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1 that you had talked with, which of advisors that were there  
2 that day had you talked with the most before then?

3 A. I don't recall. I know we had a long meeting with Randy  
4 Babbitt.

5 Q. Wasn't Roland Wilder the one that had advised you the  
6 most up to that point in time?

7 A. Roland Wilder was the advisor to the merger committee,  
8 of which I was not a member, but did have meetings, we did  
9 have meetings, updates from them and Roland Wilder.

10 Q. Okay. And you know that Roland Wilder had always  
11 advised the MEC not to waive scope up April 2, any way?

12 A. I don't recall.

13 Q. Do you recall that on April 2 Mr. Wilder initially took  
14 the position that you all should not waive scope?

15 A. I do not recall that.

16 Q. So do you recall that he was confronted verbally by Bob  
17 Christy regarding his opinion, you remember that?

18 A. No, if that happened, I wasn't aware of it.

19 Q. Do you remember that Roland Wilder left the meeting in  
20 disgust? Do you remember that?

21 A. No, I don't. It seems to me I saw some documents that  
22 showed that he wasn't there at all. But I didn't have any  
23 recollection.

24 Q. I mean --

25 THE COURT: He said he doesn't have any independent

Singer-cross/Press

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1 recollection.

2 Q. You independently recall Mr. Wilder was there, however,  
3 don't you?

4 A. I do not.

5 Q. Do you still have your deposition transcript in front of  
6 you or was that removed from you?

7 A. I still have it.

8 Q. If you go to page 99. Are you at page 99?

9 A. Yes.

10 Q. Well, actually there is a question better on 102. At  
11 the beginning there.

12 MR. FRAM: What line, please?

13 Q. Line 5. You are with asked a question regarding Mr.  
14 Wilder's presence at the meeting on April 2, right? You are  
15 shown a document. Does that refresh your memory that he was  
16 not there on April 2 and your answer was there?

17 A. "I still think he came. He came in late, I believe."

18 Q. So he was there on April 2, that is your best memory  
19 sitting here today?

20 A. Yes. If he was there he came in late.

21 Q. At the same meeting, the April 2 meeting, that is, Mr.  
22 Singer, there was a request made to put up the matter for  
23 membership ratification vote. Do you remember that?

24 A. Yes.

25 Q. And do you remember that, I don't know which adviser it

# Exhibit M

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 14  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JUNE 30, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.  
19 AND

20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.

AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBURG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1           Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5                           S/   LYNNE JOHNSON

6                           Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
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17                           LYNNE JOHNSON, CSR, CM, CRR  
18 OFFICIAL COURT REPORTER  
19 UNITED STATES DISTRICT COURT  
20 P.O. BOX 6822  
21 LAWRENCEVILLE, NJ 08648.  
22  
23  
24  
25

Holtzman-cross/Jacobson

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1 of it being a professional position.

2 Q. You had the corner office in the suite, correct?

3 A. That's right.

4 Q. And you supervised and organized the packing up of all  
5 the things that had been the TWA MEC?

6 A. I did not supervise, no.

7 Q. You directed the office manager under your direction to  
8 pack up boxes of all the documents, all the notes, everything  
9 else, right?

10 A. No, she did not work under my direction.

11 Q. All right. Do you know that hundreds of boxes of  
12 documents were packed up in that location, correct?

13 A. Many boxes were boxed up.

14 Q. Were hundreds of boxes of documents packed up?

15 A. If I said hundreds before, I am not sure if I was  
16 correct. But it was many, many boxes.

17 Q. All right. And they are all shipped to a place called  
18 Iron Mountain, right?

19 MR. FRAM: Your Honor, I object.

20 THE COURT: Yes.

21 MR. FRAM: May we see your Honor at sidebar. Or  
22 that is fine.

23 THE COURT: Where is this going?

24 MR. JACOBSON: I am going to explain why there is an  
25 absence of certain documents here. I am not casting blame



1 for it.

2 THE COURT: No. Go to another area. Go to another  
3 area. Jack.

4 MR. JACOBSON: All right. Your Honor. I  
5 understand.

6 Q. Let's move now to the beginning of this situation, a  
7 little before the American Airlines proposal was mentioned.  
8 And there was something called a stand-alone plan, correct?  
9 That was being worked on?

10 A. The company had --

11 Q. That could be a yes or no, sir?

12 A. Yes, the company had a stand-alone.

13 Q. You were involved with the negotiating committee on  
14 working out the terms of that stand-alone?

15 A. No.

16 Q. You were not involved with the negotiating committee in  
17 negotiating with TWA, Inc., regarding how ALPA would  
18 participate in the stand-alone plan?

19 A. Any problem is with the stand-alone plan, we did  
20 negotiate with the company.

21 Q. Say that again. I didn't understand what you said.

22 A. We were not involved in what was called the stand-alone  
23 plan. However, we did negotiate with the company during that  
24 period.

25 Q. All right. Let me give you what has been marked --

# Exhibit N

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 15  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JULY 5, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.  
19 AND

20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.

AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBURG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1           Pursuant to Section 753 Title 28 United States  
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5                           S/   LYNNE JOHNSON

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17                           LYNNE JOHNSON, CSR, CM, CRR  
18 OFFICIAL COURT REPORTER  
19 UNITED STATES DISTRICT COURT  
20 P.O. BOX 6822  
21 LAWRENCEVILLE, NJ 08648.  
22  
23  
24  
25

Warner-direct/Fram

125

1 filed with the bankruptcy court?

2 A. I review drafts, yes.

3 Q. And do you recall that, I will refer you to page 10, I  
4 am sorry, page 4, paragraph 10. That paragraph is noting  
5 that in addition to some waivers and modifications required  
6 by the asset purchase agreement, that TWA and American they  
7 requested other changes to the ALPA CBA in order to provide  
8 TWA and American with additional flexibility in integrating  
9 the two carriers operations, and then it says these include  
10 among other changes a relinquishment by TWA pilots of, talks  
11 about pay increases in A.

12 Let's focus on that by the way. What impact on the  
13 TWA pilots was there of them giving up pay increases from  
14 TWA, Inc., of \$20 million in 2001?

15 A. None, because they got higher pay increases through TWA  
16 LLC.

17 Q. B refers to more than \$1,500,000 actually in flight pay  
18 reimbursement for pilots working on ALPA committees and  
19 performing overwork for ALPA. Do you see that?

20 A. Yes.

21 Q. Did the TWA pilots involved in the MEC continue to get  
22 flight pay reimbursement after they gave up their right to  
23 flight pay reimbursement under the TWA, Inc., collective  
24 bargaining agreement?

25 A. Absolutely.

Warner-direct/Fram

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1 Q. Who paid? Who reimbursed them for the flight pay losses  
2 and expenses?

3 A. Came through the ALPA budget.

4 THE COURT: They were still ALPA representatives at  
5 the time..

6 A. Correct, correct.

7 THE COURT: Even though it was owned by American.

8 THE WITNESS: Correct.

9 Q. All right. So did you --

10 THE COURT: Didn't they have a bank of certain  
11 amount of money that they, for flight pay loss, like \$9  
12 million or something?

13 A. What this is talking about is in the TWA, Inc.,  
14 collective bargaining agreement, there was a 9,000 hour  
15 flight pay loss bank.

16 THE COURT: That was not included in the LLC  
17 transition agreement, let's call it.

18 THE WITNESS: That's correct. And what ended up  
19 happening then was that ALPA funds paid for the flight pay  
20 loss rather than it being paid for by TWA.

21 Q. Do you know for the year 2001 how much ALPA paid to TWA  
22 MEC members and those assisting them in flight pay losses and  
23 expenses?

24 A. Actually, I have a number that it would also include the  
25 amount paid for their advisors and to run the MEC office and

Warner-direct/Fram

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1 all of that. But the total, oddly, it doesn't include my  
2 time or the --

3 THE COURT: Just the flight pay loss, not the other  
4 expenses, just the flight pay loss was the question.

5 A. I don't have a number, a total flight pay loss number  
6 for all of the individuals. No.

7 Q. Do you have flight pay loss numbers for individual  
8 members of the MEC who are doing this?

9 A. I do.

10 Q. What was the number for the MEC master chairman, Robert  
11 Pastore?

12 A. Absolute flight pay loss, or flight pay loss and  
13 expenses?

14 Q. Let's distinguish what they are. What kind of expenses  
15 are we talking about?

16 A. Hotels, meals.

17 THE COURT: Travel.

18 THE WITNESS: Travel. But travel for pilots,  
19 normally they travel on their travel passes, mostly. So that  
20 is not there. But it is hotels and meals and things like  
21 that.

22 Q. Put it all together, flight pay loss and expenses, what  
23 was the number paid to Captain Pastore by ALPA in 2001, do  
24 you have that?

25 A. I have the number for 2001 was \$129,000.

Warner-direct/Fram

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1 Q. Okay. Was he paid additional flight pay loss and  
2 expenses in '02?

3 A. Yes. Another \$54,000 in 2002.

4 Q. Okay. How about the voting members of the MEC, how  
5 about Sally Young?

6 A. Sally Young received 28,000 in 2001, and 14,000 in 2002,  
7 for a total of almost 43,000.

8 Q. Alan Altman?

9 A. His total for the two years is 58,000, 38,700, in 2001  
10 and almost 20,000 in 2002.

11 Q. Howard Hollander?

12 A. Howard Hollander's total for the two years was 68,600  
13 For 2001, and 30,000 for 2002.

14 THE COURT: Sean Clarke.

15 THE WITNESS: Sean Clarke was 38,000 in 2001, 8,000  
16 in 2002 for a total of about 46,000500.

17 Q. Mike Day, do you have his numbers?

18 A. 64,000 in 2001, and just 855 in 2002. He wasn't  
19 involved any more.

20 Q. To round it out, Steve Rautenberg, do you have his  
21 number?

22 A. I do. 31,000 in 2001 and nothing in 2002.

23 Q. So to the best of your knowledge did any of these pilots  
24 who were volunteering to advance the interest of the pilots  
25 at large, did any of them suffer any out of pocket losses



Warner-direct/Fram

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1 based upon the efforts they were making on behalf of the TWA  
2 pilots?

3 A. Not at all.

4 MR. JACOBSON: I object to that.

5 THE COURT: I am going to sustain that objection.  
6 First of all, was anybody ever turned down for flight pay  
7 loss in 2001, of that group that you just went through one by  
8 one by one. Any of them turned down?

9 A. I am not aware that anybody on this group would have  
10 been turned down. There was a period at the end of 2001 when  
11 the MEC was drawing substantial amounts from one of the  
12 contingency funds and there was a review process.

13 THE COURT: Were they ever told that, any of these  
14 people told that lobbying for the Bond bill, time they spent  
15 doing that would be not reimbursed for flight pay loss?

16 A. The MEC members and officers I think the answer is no.  
17 I think by December when the Bond bill was effectively dead  
18 and some other none representatives were told that those  
19 couldn't be reimbursed. That was at a point when the MEC --

20 THE COURT: So there were people who were told no  
21 in 2001.

22 THE WITNESS: Not the representatives.

23 THE COURT: Who are you talking about there?

24 A. . Pilots who didn't have a representative position, is  
25 my recollection, who were seeking to, instead of showing up

# Exhibit O

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 16  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JULY 6, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.  
19 AND

20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.

AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBURG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1           Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5                           S/    LYNNE JOHNSON

6                           Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
8  
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12  
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14  
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16

17                           LYNNE JOHNSON, CSR, CM, CRR  
18 OFFICIAL COURT REPORTER  
19 UNITED STATES DISTRICT COURT  
20 P.O. BOX 6822  
21 LAWRENCEVILLE, NJ 08648.  
22  
23  
24  
25

Rosen-direct/Fram

25

1 we bring to the table in terms of representing pilots and  
2 their interests plus they saw the advantage of being under  
3 the ALPA merger policy so that in the event they would be  
4 merged in the future with another ALPA carrier they would be  
5 covered by the ALPA merger policy.

6 Q. You mentioned that a joint committee of some type was  
7 formed between Continental's union and ALPA to pursue merger  
8 discussions?

9 A. Yes.

10 Q. What happened next in terms of the effort to bring the  
11 Continental pilots into ALPA?

12 A. The next thing that happened was we agreed upon a merger  
13 agreement to merge the two in terms of all the business  
14 points you would deal with, staff, money, things like that.  
15 And an orderly transition. That was the next step. After  
16 that we then had to start going out and holding a vote within  
17 Continental pilot group.

18 Q. What did that involve?

19 A. Well, that involved a huge undertaking, a lot of pilots,  
20 we had office's at all their domiciles. We would go to crew  
21 rooms. We had as I said other 50 pilot volunteers who would  
22 go around and talk to pilots. We had a huge amount of staff  
23 support to handle this undertaking because it was very  
24 complicated and we had lawyers assigned because there were  
25 legal issues. Communications people assigned. It was a full

Rosen-direct/Fram

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1 undertaking.

2 Q. The leadership of the Continental pilots union had  
3 agreed to merge, why was there any need to go and talk to the  
4 individual pilots?

5 MR. PRESS: Judge, I object to the relevance of  
6 this. You don't know why we are talking about the  
7 Continental pilots.

8 THE COURT: Yeah, I am beginning to --

9 MR. FRAM: If you want me to explain, your Honor, I  
10 am happy to. We are talking about what you do to organize  
11 pilots and we are going to compare it to what never happened  
12 at American. None of this happened at American.

13 THE COURT: You are wrong. That is a misstatement  
14 of facts. There were cards out there. Those cards didn't  
15 come from the Tooth Fairy. Those cards were being collected.  
16 They were handed over to ALPA. Your statement that none of  
17 this happened in American is not a true statement.

18 MR. FRAM: Sorry, your Honor. None of this was  
19 done by ALPA. ALPA did not organize other unions as  
20 explained by the witness.

21 THE COURT: That is unclear. That is your take. I  
22 am not sure the evidence doesn't support another inference on  
23 that.

24 MR. FRAM: Your Honor, I respectfully disagree with  
25 that.

Rosen-direct/Fram

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1 THE COURT: The jury will decide that. That is  
2 what we have them here for.

3 MR. PRESS: Your Honor, I believe Mr. Fram's  
4 statement to this jury but heard by this jury opened the door  
5 to what happened after April 3rd, 2002.

6 THE COURT: Let's leave that for another day.

7 I think the jury has the drift of what you are  
8 saying. I don't think we need an explanation for why there  
9 has to be a big campaign to generate votes among the pilot  
10 groups itself in a merger.

11 Q. Did ALPA in any way shape or form initiate a card  
12 campaign at American Airlines?

13 A. No, they did not.

14 THE COURT: In the card campaign, where do the  
15 cards come from?

16 A. In a card campaign we generate the cards.

17 THE COURT: That's right.

18 A. We print cards. When we do our own card campaign we  
19 print the cards and distribute the cards.

20 THE COURT: You are aware there was a card campaign  
21 going on in a limited sense with American.

22 A. I am aware.

23 THE COURT: You are aware those cards were  
24 delivered, in fact, to ALPA.

25 A. Yes.

Rosen-direct/Fram

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1 THE COURT: Those cards then disappeared later on,  
2 the physical cards. You know that as well.

3 THE WITNESS: Yes, that was in my deposition.

4 THE COURT: You don't know what happened.

5 THE COURT: That's correct.

6 THE COURT: Do you know who printed the cards?

7 A. No, I don't know.

8 THE COURT: You don't know whether it was American  
9 that printed the cards and provided them to Hunnibell and  
10 Clark, the American pilots or they somehow or other got out  
11 and got cards of their hone.

12 A. They could have done that.

13 THE COURT: They could have done that but you  
14 don't know.

15 A. I am not aware of providing any cards to them.

16 THE COURT: You can't say, you don't simply know.  
17 You are not even aware of where the cards are, that might  
18 tell us, if we had the cards we might know who prepared them,  
19 wouldn't we? If we physically had the cards.

20 A. I am not sure.

21 THE COURT: Maybe. It might give us a clue who the  
22 printer was, was a printer used by --

23 A. I understand what you are saying, but I am am not sure.

24 THE COURT: There is a lot of things we could do if  
25 we had the cards.



Rosen-direct/Fram

29

1 A. I understand what you are saying.

2 THE COURT: Go ahead.

3 Q. Mr. Rosen, did ALPA printed cards that were used to  
4 distribute to the American pilots?

5 A. No, I am not aware --

6 THE COURT: No, no. Don't say no. You don't know,  
7 do you, where the cards came from? You don't know where the  
8 cards came from.

9 A. I don't know where they came from.

10 THE COURT: And you don't know where they are so we  
11 can't do any forensics on them to figure it out, right? Is  
12 that correct?

13 THE WITNESS: Yes.

14 THE COURT: Don't try to get him to say that he  
15 knows American didn't distribute them. He is not aware that  
16 they did, but he doesn't know where they got the cards. I  
17 you don't know where Clark and Hunnibell got the cards.

18 A. All I know.

19 MR. FRAM: We have testimony that --

20 THE COURT: He doesn't know. What other witnesses  
21 say is one thing. He doesn't know.

22 Q. Mr. Rosen, did you direct anybody to print cards?

23 A. No.

24 Q. To send to the American Airline pilots?

25 A. No.

Rosen-direct/Fram

30

1 Q. Has anybody at ALPA ever told that you they printed  
2 cards to send to American?

3 A. No. No one of told me that.

4 Q. Was any money ever budgeted by ALPA in 2001 to try to  
5 organize the American pilots?

6 MR. PRESS: He is leading the witness.

7 THE COURT: Yeah, you are leading him. By the way,  
8 did ALPA ever indicate to Hunnibell and Clark that they would  
9 reimburse them for expenses they incurred in their card  
10 campaign.

11 THE WITNESS: Did ALPA?

12 THE COURT: Did ALPA ever indicate on ALPA  
13 letterhead or ALPA, from ALPA official to say Clark and  
14 Hunnibell that they would reimburse them for their expenses.

15 A. I am not aware of any --

16 THE COURT: You are not aware?

17 THE WITNESS: No.

18 THE COURT: So if somebody showed you a memo or a,  
19 or something that said otherwise, you would be surprised.

20 A. Yes, because I know --

21 THE COURT: No, no, you didn't know. You would be  
22 surprised if such a document were shown.

23 A. Why surprised?

24 THE COURT: Well, because you are not aware of it.  
25 So you would be surprised if somebody showed you an ALPA memo

Rosen-direct/Fram

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1 and an ALPA documents that promised to reimburse. You  
2 indicator indicated there would are reimbursement.

3 THE WITNESS: Yes, your Honor.

4 THE COURT: Okay. Next.

5 Q. To your knowledge did ALPA ever actually reimburse any  
6 expenses to Clark or Hunnibell?

7 A. No, they did not.

8 Q. Let's wrap up with the Continental campaign. I think  
9 you told us about some of the, have you told us about the  
10 resources that ALPA devoted to trying to pursue the merger  
11 with Continental?

12 A. I think I did. I explained that we had two assistant  
13 directors, we had a whole bunch of people from  
14 communications, legal department, a lot of pilot volunteers,  
15 a lot of interim political officers who were assisting in the  
16 campaign. Very widespread support.

17 Q. And what cost, can you tell us how much money ALPA  
18 incurred during the course of trying to organize or merge  
19 with the Continental pilots?

20 MR. PRESS: Again, Judge, relevance.

21 THE COURT: Are you objecting?

22 MR. PRESS: Yes.

23 THE COURT: Say I object.

24 MR. PRESS: I object.

25 THE COURT: Sustained.

Rosen-cross/Press

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1 crossed the picket line, they were referred to as scabs,  
2 right?

3 A. That's correct.

4 Q. You are aware that these scabs in fact were precluded  
5 from ALPA jumpseats?

6 A. I am aware of that.

7 Q. Right. And you are aware that in fact there was a list  
8 of all these scabs that ALPA produced and distributed to all  
9 of its members, right?

10 A. No, I am not aware of that.

11 Q. You are not aware of that?

12 A. No.

13 Q. Aren't you aware there was a lawsuit over that and you  
14 provided testimony, I think?

15 A. Yeah, that we didn't have a list.

16 Q. You didn't have a list?

17 A. We did not have the list. That was the testimony.

18 Q. Isn't it true, Mr. Rosen, that in 1991 ALPA produced and  
19 distributed 50,000 copies of the scabs list, the final  
20 publication was entitled the scabs of Eastern, of the strike  
21 of 89. Aren't you aware of that?

22 A. I don't remember.

23 Q. Can I show you?

24 A. Sorry.

25 Q. I want to show you.

Rosen-cross/Press

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1 MR. FRAM: Your Honor, I object under 403.

2 THE COURT: No, I will allow it.

3 MR. FRAM: Can I see you at sidebar?

4 THE COURT: I am going to allow it. The jumpseat  
5 issue is clearly in the case. I will allow it. Go ahead.

6 Q. I am going to hand you something that I want you to look  
7 at, first of all, what is it, are you familiar with this?

8 MR. FRAM: May I have a copy?

9 MR. PRESS: I am sorry.

10 THE COURT: What is it marked?

11 MR. PRESS: It is not marked, Judge. It is just, I  
12 am just using it to refresh memory for now.

13 A. I what are you pointing me to? I apologize --

14 Q. Have you ever seen this case I have landed you?

15 A. Yes.

16 Q. Oh. This is a published opinion of --

17 A. I said yes.

18 Q. Dun versus ALPA?

19 A. Yes.

20 Q. You are familiar with in lawsuit, right?

21 A. Goes back a long time. I don't recalling it. I would  
22 have to read it, your Honor.

23 THE COURT: Well, if you want to read it, I am  
24 certainly going to ask him to ask questions on it.

25 MR. PRESS: I don't want to sit and have you read

Rosen-cross/Press

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1 in front of the jury.

2 THE COURT: If you want to know about the list,  
3 forget -- just stick with what he knows about the list.

4 Q. You are denying that ALPA produced and distributed a  
5 scab list?

6 A. No, you have refreshed my recollection. I would like an  
7 opportunity to review it, and I appreciate your refreshing  
8 it. I apologize if I gave incorrect information on that.

9 THE COURT: Okay. Your recollection is refreshed.

10 Q. In this is refresh refreshing your memory in fact ALPA  
11 did produce and distribute a scab list?

12 A. If that is what it says, that is what it says. That is  
13 why I wanted to review it.

14 THE COURT: Let him look at it.

15 Q. Please --

16 THE COURT: Go ahead and a look at it.

17 Q. I show you --

18 THE COURT: Let him look at it.

19 MR. PRESS: I am sorry, Judge.

20 (Pause)

21 A. I see the paragraph you highlighted which clearly states  
22 in 1991 ALPA produced and distributed 50,000 copies of the  
23 scab list. This final publication was entitled the scabs of  
24 Eastern, of the strike of '89.

25 THE COURT: The question is do you recall that

1 now?

2 A. I do recall it now.

3 THE COURT: Okay.

4 Q. So as a matter of fact, ALPA did produce and distribute  
5 a scabs list of these Eastern pilots, right?

6 A. I think you asked me that. Yes.

7 Q. And part of the intention of doing that was for that  
8 list to be taken into cock pits by ALPA pilots so they on on  
9 would know who the scabs were that might want to sit in the  
10 jumpseat. That was part of the reason?

11 A. I can't speak to the intent.

12 Q. That is fair enough.

13 Q. Following up on some of the judge's questions about Mr.  
14 Rindfleisch. You were aware at the time, this is 2001, on  
15 '02, that he was communicating directly with American pilots  
16 about rejoining ALPA?

17 A. He was communicating with American pilots. Who were  
18 expressing an interest in ALPA.

19 Q. And two in particular had undertaken this card campaign,  
20 Mr. Hunnibell and Mr. Clark, right?

21 A. Yes.

22 Q. You know for a fact Mr. Rindfleisch had regular  
23 communication with those two men.

24 A. There was frequent emails exchanged between the three of  
25 them.

Seltzer-direct/Fram

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1 serious and prejudicial and if your Honor is concerned about  
2 anything I say, that might suggest that, I request that you  
3 call counsel to sidebar. I really do.

4 THE COURT: Okay.

5 MR. FRAM: I am very upset about the Court's  
6 comments on the record in front of the jury so.

7 THE COURT: All right.

8 MR. FRAM: I request that you not do that again,  
9 please.

10 THE COURT: All right. I am going to give this  
11 charge, this instruction. When the jury comes in.

12 MR. FRAM: Thank you, your Honor.

13 (Jury enters the courtroom (. )

14 THE COURT: Everyone please be seated.

15 Ladies and gentlemen, I want to give you an  
16 instruction that relates to an interchange that took place  
17 earlier in the day.

18 During the examination of Mr. Rosen I made a  
19 comment to the effect that Mr. Fram had made an inaccurate  
20 factual statement.

21 I instruct you to disregard that comment. Certain  
22 of the facts in this case are disputed by the parties, and my  
23 comment referred to those disputed facts. It is your role as  
24 the jury to decide disputed facts. Your role and your role  
25 alone.



Setlzer-direct/Fram

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1 I also want to make it clear that I have been very  
2 proud of all the lawyers in this case. I believe all the  
3 lawyers in this case, every one of them, have acted in the  
4 highest traditions of the profession, and honorably in every  
5 respect.

6 And I don't want anything I ever say to make you  
7 think that I disrespect or am critical of anything, given the  
8 difficulty of this case and the emotions involved. All the  
9 lawyers on both sides have performed admirably.

10 Okay.

11 MR. FRAM: Thank you, your Honor. ALPA calls  
12 Richard Seltzer to testify, please.

13 THE COURT: Richard Seltzer?

14 MR. FRAM: Yes, your Honor.

15 RICHARD SELTZER, sworn.

16 DIRECT EXAMINATION

17 BY MR. FRAM:

18 THE COURT: You may proceed.

19 Q. Good morning, Mr. Seltzer. You are a lawyer at the  
20 Cohen, Weiss law firm in New York?

21 A. Yes.

22 Q. Is that correct?

23 A. Yes.

24 Q. That law firm has represented ALPA in certain legal  
25 matters over the years?

Setlzer-direct/Fram

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1 a pilot representative or two, and so I do remember talking  
2 to people at ALPA about that, did they have a recommendation  
3 on who might be a good retiree to serve on the committee.  
4 But other than that, and sort of reporting that the motion  
5 had been made, ALPA didn't -- none of the unions I think  
6 represented there, retirees for those purposes, so it wasn't  
7 that.

8 Q. Did you give some kind of presentation at the meeting on  
9 March 21 and 22 of 2001 about Section 1113, the likelihood of  
10 it being granted and related issues?

11 A. Yes.

12 Q. As of March 21 and 22, did you have an understanding  
13 about when the motion would be heard by the Judge, by Judge  
14 Walsh and when ALPA would be required to file any responsive  
15 papers?

16 A. Yes.

17 Q. What was your understanding of when the motion was going  
18 to be heard by Judge Walsh are?

19 A. I believe when the motion was filed, in fact, if I can  
20 look at it for a second, it had down, hearing on the first  
21 page, it had hearing date to be determined. Objection date,  
22 March 26.

23 So when it was filed we actually didn't know what  
24 day it was going to be heard.

25 I believe right around the 21st, it may have been

Setlzer-direct/Fram

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1 the 21st, TWA filed an amended motion stating that the  
2 hearing would be held on April 6, and that objections would  
3 be due March 30 instead of March 26.

4 Q. Okay.

5 A. And I believe I reported at that meeting that at some  
6 point during that meeting.

7 Q. When you reported to the MEC -- by the way, just tell us  
8 generally who was present at the meetings on March 21 and 22,  
9 2001?

10 A. It was an MEC meeting. There were a series of these  
11 meetings. Members of the MEC would be there and the officers  
12 and the chairs at least of the negotiating and merger  
13 committees, and the creditors committee representatives, and  
14 David Holtzman and me and Steve Tumblin and Michael Glanzer,  
15 and I think at most of these meetings, if not all of them,  
16 Clay Warner.

17 Q. Did you talk at the meeting on March 21 and 22 about  
18 whether the hearing date could be postponed, whether there is  
19 a way to get the motion to be considered to be put off?

20 A. I believe I did.

21 Q. What did he say?

22 A. The statute, this is a very unusual statute. The  
23 statute says that when the motion is filed, the hearing, the  
24 Court will schedule the hearing no later than two weeks after  
25 the motion is filed. And the Court, for, it says something

Setlzer-direct/Fram

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1 like special circumstances or the circumstances of the case,  
2 can extend it one week, and that is all. The hearing has to  
3 start 21 days after the motion is filed. No later than that.  
4 Unless the company agrees.

5 As I remember, April 6 was 21 days, maybe it was 20  
6 days, but it was 21 days after March 15. So that unless the  
7 company agreed, the hearing was going on start on April 6.  
8 The statute instructed the Judge not to extend the start of  
9 the hearing unless the company agreed.

10 Q. Did you have a sense on March 21 or 22 of how long the  
11 hearing would take?

12 A. Yes. I had a general sense.

13 Q. Did you talk to the people at the meeting about how long  
14 you thought the hearing would take?

15 A. At both this meeting and the meeting on, the last  
16 meeting which was April 1, 2, my -- and we were focusing at  
17 this point more on getting the objection done and filed.  
18 That was the first thing we needed to do. But that -- from  
19 everything I knew in the negotiations, everything was  
20 focusing now on scope and successorship. And seniority  
21 integration. I sort of mean that too.

22 And so my view, I think I expressed at this point,  
23 I know I expressed at the next meeting, was that we would  
24 need a witness, the negotiating history was going to be  
25 agreed to, I thought, what is in the contract is going to be

# Exhibit P

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 17  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JULY 7, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.

19 AND  
20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.

AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBURG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1 Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5 S/ LYNNE JOHNSON

6 Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
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17 LYNNE JOHNSON, CSR, CM, CRR  
18 OFFICIAL COURT REPORTER  
19 UNITED STATES DISTRICT COURT  
20 P.O. BOX 6822  
21 LAWRENCEVILLE, NJ 08648.  
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25 .

1 and all reasonable inferences from that evidence is to be  
2 viewed in a light most favorable to our clients, and when you  
3 do that you will find --

4 THE COURT: You even said that in a brief.

5 MR. PRESS: You will find there is substantial  
6 evidence in this record to support findings of yes on both of  
7 the questions that you had proposed to send to the jury. And  
8 you should deny this motion, Judge.

9 THE COURT: Okay. Anything else by anybody?

10 MR. FRAM: No, thank you, your Honor.

11 MR. PRESS: No, your Honor.

12 THE COURT: I am going to deny the motion for  
13 directed verdict, the Rule 50 directed verdict at this time.  
14 I think there are, admittedly there are fragments, but there  
15 are fragments of evidence flowing through this record, and I  
16 guess I am most troubled by, but I think that it is not a  
17 very subtle point that ALPA had a potential for conflict of  
18 interest, a serious conflict of interest here. I mean there  
19 was only two months before the American acquisition was  
20 announced that they, that there was a unity resolution, I  
21 think I have that right, the unity resolution was passed and  
22 Woerth I think went down to speak to APA, and clearly, by the  
23 way I find nothing wrong in any of that. It was done in  
24 November, 2000, or earlier, to try and bring in American, you  
25 know, and Fed Ex and UPS, and Continental, and anybody else



1 into the ALPA fold.

2 It was perfectly lawful, proper conduct. And  
3 American would I think at that time may have been one of the  
4 most prosperous American passenger carriers. And certainly  
5 try to bring them into the ALPA fold. Perfectly proper. We  
6 need to decide how one goes about doing that as a goal, under  
7 the circumstances. It is perfectly legitimate.

8 But ones American announced its acquisition, and  
9 required the waiver of the scope provisions in the ALPA  
10 contract as a condition for the acquisition of a clearly a  
11 failing airline, ALPA was very much in a conflict of interest  
12 situation. And I simply don't believe, I mean I think a jury  
13 could conclude they were certainly well aware there was a  
14 conflict of interest inherent in that situation and the  
15 question is how did they deal with it. I agree it is not  
16 like a lawyer, you kick the lawyer off the case, and hire two  
17 new lawyers.

18 You can't do that, you can't say I am going to fire  
19 this union and say, well, bring the Teamsters in to negotiate  
20 for us. You can't do that. I mean, the pilots, the TWA  
21 pilots couldn't do that.

22 So I think it behooved ALPA, you know, to be like  
23 Calpernia, Caesar's wife, and you know, be above and beyond  
24 all reproach.

25 Again we have all the snippets of evidence relating

1 dispute about what a reasonable lawyer would have done, the  
2 plaintiffs are required to present expert testimony. They  
3 didn't present any that was admissible. We understand the  
4 Court's ruling.

5 THE COURT: Again, I recognize that that is, that  
6 the question of bringing litigation really creates a very,  
7 very difficult issue. But I don't think that just based on  
8 the evidence before me there is really enough in the position  
9 to say this suit was meritless. Somebody, I think the issues  
10 are far more complicated.

11 We have -- I won't say this has never happened. I  
12 think there are one or two cases around where duty of fir  
13 representation was related to seniority integration. But it  
14 is a very unusual case. Very, very unusual. This is not  
15 just a case of where -- this is an issue of two unions in the  
16 same field, and one, possibly wanting to take over the other  
17 one, and a union in a position of lose-lose, I think it is a  
18 very unusual situation. I think courts, had they been  
19 facing, you know, Roland Wilder's suit, you might have gotten  
20 some unusual results.

21 All the law is against it. Every bit of it. I  
22 couldn't find anything favorable, but I was 100 percent sure  
23 I was going to win the case. Guess what? I won it. There  
24 was something about the case that told me, you can read all  
25 the cases you want. Usually it is the other way around. And

1 distinction between, you know, that the union is the union  
2 and the MEC is something totally different. Not going to do  
3 that.

4 MR. FRAM: Okay, thank you.

5 THE COURT: But you can, you know, the fact that  
6 you can argue that they were selected by the MEC, you know,  
7 and reported to the MEC, or paid for by the union. I am not  
8 going to allow it. Next. Finished with 14 out of 15.

9 MR. FRAM: Yes. 15, I think, on 15, your Honor,  
10 you didn't like "highly." But I will note any way that at  
11 the very top of the next page, it refers to reasonableness  
12 that is irrational.

13 THE COURT: Sorry.

14 MR. FRAM: The first sentence of 15, union's  
15 conduct is arbitrary if looking at all the evidence  
16 presented, it is so far outside the range of reasonableness  
17 that it is irrational.

18 I just note O'Neill uses the phrase "wholly  
19 irrational." So we would ask the Court to consider that.

20 THE COURT: I personally think the word "wholly"  
21 confuses rather than, if the plaintiff accepts it, I will put  
22 it in.

23 MR. PRESS: No. I like your instruction, Judge.

24 MR. FRAM: I have nothing else on 15, your Honor.

25 THE COURT: 16.

1 bad faith when it acts or fails to act out of ill will  
2 towards the employees it represents."

3 MR. FRAM: Yes.

4 THE COURT: There is no objection to that change.  
5 I will make it.

6 THE COURT: What else?

7 MR. FRAM: Next paragraph, examples of bad faith.  
8 Deliberately making misleading statements to employees, not  
9 disclosing conflicts of interest, acting with hostility  
10 towards union members and ignoring union policies in labor  
11 negotiation. We are a little concerned about that language,  
12 your Honor.

13 One, not disclosing conflicts of interest. I am  
14 not sure, we don't believe the law supports that. Acting  
15 with hostility towards union members.

16 Again, I alluded to this testimony, which I think  
17 you know my view of it, by Comlish, that when Duane Woerth  
18 scowled at him, I am concerned that the jury might think  
19 someone might not, that someone allegedly raising their  
20 voice, that someone raising their voice is a violation. It  
21 doesn't. It has to be meaningful. Or ignoring the policy of  
22 the labor negotiation. I don't know that the law supports  
23 that.

24 We think the jury is going to be confused, and I  
25 don't believe there is any evidence, your Honor, in the case

1 the verdict sheet?

2 THE COURT: Yes.

3 MR. FRAM: I have one request. I think I know how  
4 you are going to rule. We submitted a verdict sheet.

5 THE COURT: Let me find it.

6 MR. FRAM: Your Honor, we think it is important to  
7 separate issues out to avoid confusion. We request separate  
8 questions relating to the vote on April 2 and events  
9 thereafter, both with respect to each breach of the duty and  
10 causation.

11 THE COURT: No. No. I don't think, I know you  
12 wanted from day one to separate the case that way. If you  
13 want to argue that there was no card campaign, the evidence  
14 doesn't show there was any conflict up April 2. Fine, you  
15 can argue that to the jury. But I am not going to split the  
16 case.

17 MR. FRAM: Thank you, your Honor.

18 THE COURT: What is your comment?

19 MR. PRESS: Interrogatory two, the causation  
20 question. Did ALPA's violation of its DFR directly cause  
21 injury to the TWA pilots?

22 I would suggest removing the word "the" and leaving  
23 it, because that would suggest all. And the jury has heard  
24 from Mike Day that he wasn't hurt by Supplement CC. And that  
25 fact alone would preclude us from a yes answer to that

# Exhibit Q

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,

9 Plaintiffs,

10 V.

VOLUME 18  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,

12 Defendant.

CAMDEN, NEW JERSEY  
JULY 11, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.  
19 AND

20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
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1 concerned a little bit about causation in two respects. One,  
2 we think the jury needs to understand that causation has to  
3 be proven by the plaintiffs, you say that in the charge.

4 THE COURT: I say it in the charge, now I will be  
5 saying it twice, with that paragraph.

6 MR. FRAM: But we also request, consistent with the  
7 charge we submitted yesterday, that they be instructed that  
8 they should not speculate about whether things might have  
9 been different. We also request, given the instruction on  
10 the verdict sheet that a separate section be included here  
11 that focuses just on the issue of causation.

12 THE COURT: I am satisfied that the charge covers  
13 that point. I mean more than happy.

14 MR. FRAM: We stand on the objections we made last  
15 week as well.

16 THE COURT: Of course. Okay.

17 MR. FRAM: Thank you.

18 THE COURT: I am going to mark what is now draft  
19 number 4 of the charge, and draft number 3 of the jury  
20 verdict, as C 3 and C 4. And before we close I will mark the  
21 exhibit, the final char charge.

22 MS. RODRIGUEZ: The jury instructions are C 3 and  
23 the charge is C 4.

24 THE COURT: The other way around -- no, you are  
25 right. C 3 will be the charge, and C 4 will be the verdict

1 No. No. No. That is all they ever said to the TWA pilots.  
2 And they never had an idea of their own, no, that is not a  
3 good idea, but let's try this. No, they didn't do anything  
4 to supply the TWA pilots with any leverage after they  
5 stripped them or advised them to surrender their best  
6 leverage. That is what happened here.

7 And we brought you the people that wanted to fight.  
8 Who did they bring in? They brought you four lawyers, not  
9 that there is anything wrong with that. They brought you  
10 four lawyers, none of whom told you anything that they did to  
11 help in the seniority debate. None of them. Not one of  
12 them. And they brought you two disgruntled former TWA  
13 pilots, Rautenberg and Singer, and they brought you a  
14 completely discredited former president, Duane Woerth. And  
15 why do I say that he is discredited?

16 Mr. Fram called my clients liars. I am not going  
17 to do that to Ambassador Woerth, but what he said on the  
18 witness stand wasn't entirely truthful about some of the  
19 important things. You remember the testimony, my partner,  
20 Joe, was cross examining him about the scab list. Remember  
21 the testimony, there was this business about the TWA pilots  
22 wanted to have a jumpseat war against the American pilots.  
23 And there was, there was some evidence, Duane Woerth was  
24 asked the question, isn't it true that ALPA has a list of  
25 scabs, and that scab list is distributed to members? And the

1 idea is that ALPA members are not to allow scabs to use the  
2 jumpseat. Do you remember that? And I should give you some  
3 more framework before I go on.

4 ALPA has told you that we don't do jumpseat wars  
5 because we don't use the jumpseat to punish another pilot.  
6 We don't use it for political reasons. Well, that is  
7 hogwash. They do it. With this scab list.

8 Duane Woerth denied it. Oh, we have never had a  
9 scab list. Remember how, he was very calm in his testimony.  
10 But when it came to that scab list he perked right up. And  
11 he said very defiantly, no, we have never had a scab list.  
12 Remember what he said next? That would be illegal. Okay.  
13 Joe sat down.

14 Then what happened a week later? Seth Rosen is on  
15 the witness stand, and he tells you the truth. They did have  
16 a scab list. It took them a while to get there to remember  
17 that. Remember I had to show him a copy of a court opinion  
18 that he actually participated in and once he read that, he  
19 said, he had to admit then, yes, Mr. Press, we did have a  
20 scab list and we did distribute it to all of our members.

21 So Duane Woerth was not exactly truthful with you.  
22 And as Mr. Fram told you, I mean, come on, that is black and  
23 white.

24 Did you have a scab list, Captain Woerth?

25 No, that would be illegal.

1           We know it is not true. They did have one. But he  
2 just didn't want to tell you that. And what did Mr. Fram say  
3 about somebody that doesn't tell you the truth in the witness  
4 stand? You can believe what you want to believe and what you  
5 don't want to believe. And I suggest that everything he said  
6 should be clouded, you should judge very seriously whether or  
7 not you believe that from this man. All right.

8           So that is what they brought you. We brought you  
9 all the people who wanted to fight and they brought you a  
10 bunch of people that told you nothing about any fight that  
11 they put up. All they brought to you was excuses.

12           And I am sitting here listening to Mr. Fram, and  
13 excuses, everyone has got an excuse, excuses are like noses,  
14 my mother told me. Everybody has got one. That is not what  
15 the TWA pilots wanted. They wanted a fight. They wanted  
16 real support. They needed leverage against the American  
17 pilots. Yes.

18           What Mr. Fram said is true, the American pilots did  
19 have the leverage. But they didn't have the most powerful  
20 pilot union in the world backing them up.

21           And that is what our clients expected. They  
22 expected real support.

23           Now, let's get to the instructions you are going to  
24 get. The Judge is going to instruct you that ALPA violated  
25 its duty of fair representation to the TWA pilots if it did

1 one of two things. If it acted arbitrarily, or it acted in  
2 bad faith.

3 Now, let's begin with arbitrary, okay. You will be  
4 instructed that examples of arbitrary conduct include acting  
5 in a perfunctory or superficial manner. Perfunctory or  
6 superficial manner. If a union does that, a union has acted  
7 arbitrarily and has violated its duty to its members.

8 So did ALPA act perfunctorily, superficially? You  
9 bet. I mean, my goodness, they did nothing but give lip  
10 service.

11 I am going to break things down into things that  
12 made sense in my mind any way. Let's talk about the broken  
13 promises first. I think it is completely legitimate and fair  
14 to conclude that a union act arbitrarily when it doesn't do  
15 what it promises to do.

16 It seems fair. If you promise one thing and you  
17 don't deliver, you do just the opposite, then that is  
18 arbitrary conduct. And so let's look at what ALPA promised  
19 my clients, while all of this was going on. They are real  
20 words. D 243.

21 Now I need to be able to see it.

22 D 243. What did they promise here? Can you go to  
23 the highlighted section?

24 What is the date on this? I need to go over here  
25 so I can see. This is an MEC meeting from January, 2001,

1 right. And Captain Shwartz, where is he at? He is the vice  
2 chairman there, the second line. He reports on some  
3 conversation he had with Duane Woerth. What does he report?  
4 If you go to the next clip. Shwartz briefed the MEC on his  
5 conversation with ALPA president Duane Woerth. He said  
6 President Woerth indicated he would be extremely supportive  
7 of the MEC's efforts in the coming months.

8 So that was promise one. Woerth is going to be  
9 extremely supportive.

10 What is promise two? March 2, D 245. This is  
11 again an MEC meeting, March 2, in St. Louis. And there is  
12 another report on what Duane Woerth says he is going to do,  
13 if we can go to that. Vice chairman Scott Shwartz stated  
14 that Captain Woerth was committed in assisting this pilot  
15 group to facilitate fair seniority integration. Good. That  
16 is what we want. Assured the body that all resources would  
17 be utilized to obtain fair seniority integration.

18 All resources would be used.

19 That is what was promised that date.

20 What is the next one? March 21, D 223. Another  
21 MEC meeting. March 21. What is the promise and commitment  
22 delivered that day? Again from Scott Shwartz. He again  
23 briefed the MEC regarding teleconference with Duane Woerth  
24 who promised to ramp up ALPA support and utilize other legal  
25 venues for support. Other legal venues. That would be

1 what? A lawsuit.

2 And by the way, the timing of that, March 21, the  
3 first time TWA pilots asked to bring a lawsuit was five days  
4 later when Roland Wilder that letter to Duane Woerth  
5 suggesting he should try to hold up this deal to buy times  
6 for my guys. That was written five days after Woerth  
7 promised other legal venues of support. And of course, we  
8 know what happened to that litigation strategy. It was  
9 rejected. Woerth didn't even bother to respond to Roland  
10 Wilder on that one.

11 Okay. So the next promise, this one we don't have  
12 a document of, but we have Mike Day's testimony. Remember  
13 Captain Day, the distinguished man who was head of the merger  
14 committee, in charge of negotiating the seniority? Do you  
15 remember him? And Mike Day told you that after he got done  
16 with his first round of, if you want to call them  
17 negotiations, at the end of March with the American  
18 negotiators, he was very distraught, and he said he had a  
19 conversation with Randy Babbitt, and Babbitt told him, said,  
20 Mike, don't worry about it. Duane Woerth has told me that as  
21 soon as we get all the bankruptcy issues put aside, the  
22 gloves are coming off. That was promised at the end of  
23 March. As soon as we get the bankruptcy issues resolved, the  
24 gloves are coming off. Okay. That sounds good.

25 So that was the promise that day.

1           Then let's go to the next one, which is April 23, D  
2   78. This is April 23, another MEC meeting in St. Louis.  
3   This is the one where Duane Woerth attended, and what did he  
4   report to the MEC? What did he report? First we have Ted  
5   Case over here. He is making a statement for the record, and  
6   he wants Captain Woerth on the record this time. He says,  
7   Captain Woerth, if the TWA pilots -- Oh, he asked Captain  
8   Woerth if the TWA pilots had his commitment as the president  
9   of ALPA to use the full resources of the association,  
10   including litigation, if possible or necessary, against the  
11   APA, American, and TWA.

12           What does Captain Woerth, how does he respond?  
13   Captain Woerth responded what? If there was any basis for  
14   litigation, it will be pursued.

15           That no stone will be unturned to protect the TWA  
16   pilots.

17           Now, maybe there is no legal duty to turn over any  
18   stone on behalf of the guys you represent, but if you  
19   promise it to them, shouldn't you deliver it? Of course you  
20   should.

21           So that was April 23. What is the next one? It is  
22   May 31, P 316. P 316. This is the May 31 letter that Duane  
23   Woerth sent to every TWA pilot. All 2,300 of them got this  
24   letter. And what does he say here? How does he conclude?

25           As president, I will continue to coordinate with



1 your MEC and your merger committee to ensure TWA pilots are  
2 fairly and equitably integrated into the American pilots  
3 seniority list.

4 Okay. And we had every MEC member testify and  
5 every merger committee member testify, up to that point, sir,  
6 and Ms. Young, was there any coordination between MEC and  
7 Duane Woerth? And the answer was no. Was there any  
8 coordination thereafter? No. And the same question was  
9 asked of Sean Clarke and Mike Day and they both testified no.

10 So, but this is what the ALPA president is  
11 promising. This is what they were promising. And that is  
12 what my clients expected. That is what they expected. The  
13 full resources of their union applied against the American  
14 pilots. So that they could in fact get the best seniority  
15 integration possible. That is what they expected. That is  
16 clearly not what they got. What they got was a whole gaggle  
17 of advisors that show up on April 2 to persuade them to  
18 waive scope. We know that happened. Then they all  
19 disappear, all these advisors, meeting after meeting in  
20 March, and early April. And then poof, they are gone. Never  
21 to come back.

22 It is all the pilots ever got from ALPA was lip  
23 service and the word no. That is all they ever got. They  
24 even said no to writing a letter, remember, this one? It is  
25 D, no, P-161. P-161. This is, I mean this is really

1     amazing.

2                 This is Randy Babbitt, he was the last witness to  
3     testify by that video deposition that they played. And he  
4     wants to write a letter to the secretary, or the -- yeah, the  
5     head of the Department of Transportation, Norm Mineta and he  
6     wants to write this letter saying Secretary Mineta, you  
7     should hold up this American deal until the seniority issues  
8     are played out and worked out and there is going to be some  
9     assurance of fairness. That is what the attached letter  
10    says.

11                And what happened? He sends this up to Clay Warner  
12    on March 28. Warner testified that he spoke with Paul  
13    Hallisay, this ALPA lobbyist about it. And Paul said, Duane  
14    says no. Okay. You can't even send a letter.

15                Go to the next page, or the last page, there is  
16    another no in here. Remember Clay Warner wouldn't even agree  
17    when the Judge was trying to get him to agree that that is  
18    his handwriting? The suggested proposed letter says that I  
19    would suggest that the final DOT approval should include  
20    language requiring American to take appropriate steps to meet  
21    the minimum fairness standards on seniority integration.  
22    Okay. And Warner -- that is proposing DOT assure fairness in  
23    the transaction. And Warner writes, no.

24                You are going to be instructed on this  
25    arbitrariness element, that a union acts arbitrarily if it

1 acts irrationally.

2 Irrational behavior from a union is arbitrary  
3 conduct.

4 Now, like broken promises, shouldn't we conclude  
5 that it is irrational for a union to persistently violate its  
6 own practices and policies? If a union persistently does  
7 that in representing its members, wouldn't you consider that  
8 to be irrational? Well, there was plenty of that here.  
9 Plenty of it. We saw that ALPA has many, many tools  
10 available to itself to help its members.

11 Many tools. And I am going to list them one by  
12 one. And the fact is, and why we are here is that none of  
13 those tools were given to the TWA pilots. The first one I  
14 want to talk about is contract negotiation assistance.

15 These TWA pilots as part of the scope surrender,  
16 they get this new collective bargaining agreement, right?  
17 Mr. Fram wants you to believe this is some great thing. I  
18 will get into that. But let's just talk about how it was  
19 negotiating and compare that to ALPA policy.

20 ALPA first of all has a written policy on how to  
21 negotiate a contract with your employer. And that was  
22 exhibit 249. P-249. Or J, I am being told there is the  
23 first page of it. We had Mr. Rosen talk about some of this  
24 stuff. And on the first highlighted clip, what is the policy  
25 there? D. Ratification. That means you have to have all

1 the members vote on it. Ratification. The conclusion of an  
2 agreement shall, at the discretion of the MEC, be subject to  
3 MEC or membership ratification.

4 So if the MEC wants, it can put out a contract for  
5 membership ratification.

6 What happened here? On April 2 when the advisors  
7 are all there telling them the train is leaving the station,  
8 they may say that comment wasn't made, but you know it was,  
9 they all say it. But when that conversation was taking place  
10 the MEC said they were reluctant to do this. They didn't  
11 want to. They said can't we put this out for vote? Can't we  
12 have membership ratification? And what was the response?  
13 No. There is not enough time. There is not enough time to  
14 do that.

15 Well, what was driving that issue? The bankruptcy  
16 hearing which was set to be heard four days later. Okay.  
17 The meeting was on Monday and then the bankruptcy hearing was  
18 on a Friday, and they are saying, well, there is not enough  
19 time to put it up for ratification. But there was. Mr.  
20 Seltzer supplied the proof. He told you that there is an  
21 automatic right to an extension of the 1113 hearing. All  
22 they had to do is go into court and say Judge, we would like  
23 an extension of this hearing so that we can put this issue  
24 out to vote to the members, the union local representatives  
25 have asked for it, and that is what we want to do.

1           And that would have been done. Then ALPA has  
2 procedures for telephonic balloting. In can be done very  
3 quickly. So when they told the MEC there is not enough time,  
4 that wasn't true. There was time. They just wanted a  
5 decision that day. And I will explain to you why that was  
6 important to them. But not now.

7           The next highlighted page, again, how to negotiate  
8 a contract policy. This one is "Crisis and concessionary  
9 Negotiations."

10           The TWA pilots were clearly involved in a  
11 concessionary negotiation. They were being asked to give up  
12 their scope. Nothing could be more important to them.

13           So this policy applies. And what does it say on  
14 the next page? If you are involved in that kind of  
15 negotiation, ALPA shall provide to the MEC, can you highlight  
16 that? Shall provide three things. First one is probably the  
17 most important one: Coordination directly through the  
18 president's office. So under ALPA's written policy, if an  
19 MEC is involved in a concessionary negotiation, that  
20 negotiation has to be coordinated through the president's  
21 office.

22           That didn't happen here. Woerth didn't tell you  
23 one thing that he did coordinating any of this negotiation of  
24 this new contract. He wasn't involved. They violated the  
25 policy.

1           Now, there are remarks in the record that Captain  
2   Woerth made when he is speaking to the American pilots. A  
3   copy of his speech is in evidence, it is exhibit 10, P 10.  
4   And in his speech he makes some remarks about, additional  
5   remarks on what ALPA does when negotiating a contract, and if  
6   you go to page 26 of this document, it is number 26, now,  
7   this is what is going on here.

8           You got this fellow, Captain Dan Hall, that is an  
9   American pilot, he is asking a question. And his question to  
10   Captain Woerth is about how they structure negotiations.  
11   Then Captain Woerth responds. Here is his response.

12           "We have employees, we have three directors, a  
13   director and three assistant directors that are in  
14   Washington. We farm them out kind of on what I call the  
15   crisis patrol. Like Seth" -- presumably referring to Seth  
16   Rosen. "Seth is the director of that entire department. But  
17   since the Delta contract is so important now on top of  
18   Northwest, we have three negotiators down at Delta, plus Seth  
19   Rosen on the team."

20           Our number one guy is assigned to the number one  
21   project. And that is how we use our top four or five most  
22   senior guys. The bigger the stakes, the more experienced  
23   person we have, the more seasoned veteran on the team. That  
24   is what ALPA represents to the world what it does when its  
25   members are involved in an important negotiation.

1           Weren't my clients involved in an important  
2 negotiation? David. David Holtzman, the same lawyer Dave  
3 Singer said wasn't so good, wasn't very thorough. That is  
4 all the TWA pilots got. We didn't get Seth Rosen. We didn't  
5 get these directors, or any assistance.

6           So they violate their written policy, and they  
7 violate their, what they tell the representations to the  
8 world on what they do. And that is just on contract  
9 negotiation.

10           Then, let's talk about seniority, seniority  
11 negotiations.

12           What is the policy there? Again, this one is in  
13 writing. It is P 20. P 20. This is ALPA's merger and  
14 fragmentation policy. This is the how-to manual on when you  
15 are trying to negotiate two seniority lists together, this is  
16 the manual on how to do it and achieve a fair result.

17           Most of it deals with the context of two carriers,  
18 two pilot groups both represented by ALPA, and that is the  
19 typical situation of what we had here is atypical, because  
20 ALPA didn't represent the other side. What I said is because  
21 ALPA represents so many pilots that usually it is two ALPA  
22 represented groups going at one another and in those cases  
23 ALPA just backs off. They say go hire your own lawyer. Go  
24 raise as much money as you want and have it out. And ALPA,  
25 you know, steps aside.

1           That wasn't our case. ALPA didn't represent the  
2 other side. This is a case that they get to take the gloves  
3 off, as it were. And about but what is the policy, what does  
4 it say on page 15? NonALPA or unorganized airlines. Right  
5 there. When the circumstances surrounding a merger preclude  
6 adherence to this policy, i.e., where a nonALPA or  
7 unorganized group is involved, reasonable steps shall be  
8 taken by the president to seek acceptance of a procedure that  
9 will enable the parties to proceed to a fair and equitable  
10 resolution.

11           The president is required to take reasonable steps  
12 to seek acceptance of a procedure that will enable a fair  
13 result.

14           Duane Woerth worth didn't tell you any step he took  
15 to comply with this policy, and that is because he didn't  
16 take any. This is another example of ALPA violating its own  
17 policy.

18           Duane Woerth was supposed to get involved here. He  
19 was supposed to direct these concessionary negotiations and  
20 he was supposed to beat on the American pilots to agree to a  
21 procedure for a fair integration. And he did neither one of  
22 those.

23           Now, what is another tool that ALPA has. Funding.

24           Staying with exhibit 20, if you go back four pages  
25 to page this is a whole thing on funding an MEC faced with



1 merging with a nonALPA carrier.

2           See, beginning on the sentence. Statement of  
3 intent. This is ALPA's intent. Written policy. It is of  
4 particular concern that there is the potential that one of  
5 our smaller or less financially able MECs could face a merger  
6 with a nonALPA carrier without sufficient means to provide  
7 adequate representation for their membership. As provided by  
8 ALPA policy, nothing in this policy restricts the MEC  
9 chairman of such a group from petitioning the president for  
10 supplemental funding to allow proper representation.

11           ALPA policy anticipates that in the situation my  
12 clients were faced with, that they get a request for more  
13 money. That is the statement of intent. And every time my  
14 guys asked ALPA for money. What was the answer? No.

15           In fact, if you remember there was a meeting in  
16 July of '01 at the executive council, this is ALPA's board --  
17 or not the board, but another layer below the board, the  
18 executive council. And the TWA pilot had a group there Bob  
19 Pastore, Mike Day and Bud Bensele and they presented to the  
20 executive council and they asked for permission to hire a  
21 lawyer. They weren't even asking for money. All they wanted  
22 was money to hire an independent lawyer because Roland wasn't  
23 working for ALPA. Every time Roland asked for something they  
24 said no, so they said let's hire a new lawyer. What was the  
25 response? Remember, we had Tom Rachsford, he was a member of

1 something going on that day.

2 Now, on this funding issue, you have also got this  
3 thing called a major contingency fund, which we heard some  
4 testimony about. This was ALPA's war chest that it doles out  
5 to pilot groups that need supplemental funding and they had  
6 75 million dollars in it at this time. But of course the TWA  
7 pilots restricted completely from any major contingency  
8 funding. Any time they asked for it, answer, no.

9 But let's compare that to other pilot groups. And  
10 my partner, Joe Jacobson, he was questioning Duane Woerth  
11 about this, he showed one press release after another where  
12 pilot groups are getting big sums of money, the Delta pilots,  
13 ten million I think it was, everybody seemingly who asked for  
14 money out of the major contingency fund gets it except the  
15 TWA pilots. And even while this was going on, there was a  
16 small, tiny group of pilots, from Ryan Airlines, and they are  
17 involved with some sort of seniority issue, and they asked  
18 for a million dollars and they got a million dollars. This  
19 was in May of 2001. Same time, Duane Woerth is promising all  
20 the support for the TWA pilots. Ryan Airlines pilots get a  
21 million.

22 This is a good time to break.

23 THE COURT: Okay. Ladies and gentlemen, first of  
24 all, of course, job one, have a safe trip home and a safe  
25 trip in tomorrow.

# Exhibit R

1 IN THE UNITED STATES DISTRICT COURT.  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL 02-2917 (JEI)

4 PATRICK BRADY, SALLY YOUNG,  
5 HOWARD HOLLANDER, THEODORE CASE,  
6 AND MICHAEL FINUCAN, individually  
7 and on behalf of all others  
8 similarly situated,  
9 Plaintiffs,

10 V.

VOLUME 19  
TRIAL TRANSCRIPT

11 AIR LINE PILOTS ASSOCIATION,  
12 Defendant.

CAMDEN, NEW JERSEY  
JULY 12, 2011

13 B E F O R E: HONORABLE JOSEPH E. IRENAS  
14 UNITED STATES DISTRICT JUDGE

15 A P P E A R A N C E S:

16 TRUJILLO, RODRIGUEZ & RICHARD  
17 BY: NICOLE M. ACCHIONE, ESQ.  
18 AND: LISA J. RODRIGUEZ, ESQ.  
19 AND

20 GREEN JACOBSON, P.C.  
21 BY: ALLEN PRESS, ESQ. (MO. BAR)  
22 AND: JOE D. JACOBSON, ESQ. (MO. BAR)  
23 For the Plaintiffs.

24 ARCHER GREINER  
25 BY: STEVEN FRAM, ESQ.

AND  
KATZ & RANZMAN  
BY: DANIEL M. KATZ, ESQ.  
FOR THE DEFENDANT AIR LINE PILOTS ASSOCIATION.

ELIZABETH GINSBURG, ESQ.  
IN-HOUSE COUNSEL FOR ALPA.

1 Pursuant to Section 753 Title 28 United States  
2 Code, the following transcript is certified to be an  
3 accurate record as taken stenographically in the  
4 above-entitled proceedings.

5 S/ LYNNE JOHNSON

6 Lynne Johnson, CSR, CM, CRR  
7 Official Court Reporter  
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14  
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17 LYNNE JOHNSON, CSR, CM, CRR  
18 OFFICIAL COURT REPORTER  
19 UNITED STATES DISTRICT COURT  
20 P.O. BOX 6822  
21 LAWRENCEVILLE, NJ 08648.  
22  
23  
24  
25

1           THE COURT: No, no, no. He had to stand up in the  
2 courtroom, they are serious people. There wasn't one single  
3 reference to the record. All of Mr. Fram's comments about  
4 the credibility were tied to the record, tied to things that  
5 were said and that were in the record. Not one comment about  
6 that.

7           You can't express a personal opinion about the  
8 credibility of your clients. Don't do it again.

9           MR. PRESS: I won't.

10          THE COURT: And if you do it again -- I don't know  
11 what I am going to do, but I am going to do something. And  
12 you can, part of you record, you know they are telling the  
13 truth because, and you can make whatever references to the  
14 record you want. But having to stand up in the courtroom and  
15 saying they are serious people, is not proper closing  
16 argument.

17          All right. Let's go to the second point.

18          MR. FRAM: Thank you.

19          THE COURT: 1113.

20          MR. FRAM: Your Honor, 1113, you cited the  
21 testimony, we provided the statute. The argument that they  
22 could have gone and gotten an extension is just wrong, and  
23 there is nothing in the --

24          THE COURT: It is not complete, it is a little more  
25 murky than that. They filed the, some time early in March

1 irks don't know, they filed, TWA filed its 1113 motion.

2 MR. FRAM: March 15, your Honor.

3 THE COURT: Well, on the 21st, but on the 21st, and  
4 there is no return date set on that motion.

5 MR. FRAM: Yes, your Honor.

6 THE COURT: On the 21st an amended motion was  
7 filed, which may start the clock all over again. If you  
8 don't even consider that possibility, that the amended motion  
9 would start the clock all over again. And in that case, they  
10 set the 6th as the date, and I don't know whether the Court  
11 set that date, or it was in TWA's papers.

12 MR. JACOBSON: The testimony of Mr. Seltzer was that  
13 that date had already been set by the court for other motions  
14 so the motion war set for a date that was already set for  
15 that case.

16 THE COURT: I don't understand what you said.

17 MR. JACOBSON: Seltzer said that April 6 had been  
18 set as a date for a hearing in bankruptcy before the 1113  
19 motion was filed, and when they filed the amended motion they  
20 set it for that already scheduled date.

21 THE COURT: Yeah, but was it, TWA said in the  
22 papers that is going to be the return date or was the it the  
23 Court said it.

24 MR. JACOBSON: That was the date they said, TWA set  
25 in the papers.

1           THE COURT: That is what they thought. It wasn't  
2 a date the Court said I am going to hear it. There was a  
3 date scheduled for other matters.

4           MR. JACOBSON: Correct.

5           THE COURT: But now, the 6th happened to be 16 days  
6 from March 21st. I don't know with the weekend, how that  
7 falls or anything.

8           So there may well be an additional period where you  
9 could get an extension, if you start the clock running from  
10 the date the amended motion is filed.

11          MR. FRAM: The testimony of Mr. Seltzer was that  
12 that was the final date.

13          THE COURT: Well, first of all, nobody made any  
14 effort to extend it.

15          Mr. Press, your statement that they had an  
16 automatic right to extension, even the statute doesn't say  
17 that. The Court has a right to grant the motion. It is not  
18 like our motion practice here where the clerk can give a two-  
19 week extension or something.

20          MR. FRAM: For an answer, and a dispositive motion.

21          THE COURT: The Judge doesn't have to get involved,  
22 the Clerk's office will do it. But in this statute, the  
23 Court has to approve it. In other words, it is not  
24 automatic.

25          So quite candidly, it is a little bit murky. What



1 do you propose I do about it? I am not going to instruct the  
2 jury on it.

3 You want me to put my thumb in, I am not.

4 But what do you suggest other than that? Because  
5 your argument is quite candidly less than rock solid.

6 MR. FRAM: Well, if your Honor's view is that the  
7 argument was fairly based upon the evidence, then I am  
8 probably not be entitled to a remedy. What I would like is  
9 to be able to get up and give a rebuttal closing, that would  
10 be very nice. I don't know that your Honor is going to allow  
11 that.

12 THE COURT: Let me, I have been thinking about that  
13 all night, about the question of rebuttal closing. But let  
14 me -- on that point. But because what I see right now is  
15 exactly what Mr. Jacobson said. You had a date set. The  
16 date was used when the amended was filed, and that happened  
17 in 16 days, not 14 days after afterward. Right, March 21,  
18 April 6?

19 MR. FRAM: But you raise an important point, your  
20 Honor. The statute says --

21 THE COURT: It is not automatic.

22 MR. FRAM: The statute says it has got to be 14  
23 days after it is filed. So if it gets refiled on the 21st,  
24 April 6 could not have been the correct date. It would have  
25 been more than 14 days later. It is right in the statute.

1           THE COURT: Bankruptcy judges, all judges, district  
2 judges, we set our calendars, we change dates all the time.

3           MR. FRAM: In contradiction of the statute, your  
4 Honor?

5           THE COURT: What are you going to do, appeal to the  
6 Circuit?

7           You know, but the statement there was an automatic  
8 right to an extension is not an accurate statement. It is an  
9 inaccurate statement.

10           I am going to see what Mr. Press does with that  
11 when he gets his closing.

12           I think the more relevant point from Mr. Press's  
13 point of view is that nobody made any effort to get the Judge  
14 to extend it. That is supported by the record. That nobody  
15 made a motion, nobody asked the Judge, nobody said Judge, we  
16 need a week or two to analyze this.

17           Nobody tried, or nobody even tried to use the  
18 statute to get an extra number of days.

19           That is relevant. And that is supported by the  
20 record. It is not supported by the record that it is an  
21 automatic right.

22           But on the other hand, I think there is a very  
23 credible argument that the filing started the clock going.

24           All right. Third point.

25           MR. FRAM: Your Honor, the third point is a little

1 That is what they want you to believe. Because Roland Wilder  
2 testified he wasn't there on April 2.

3 Well, what is missing from that argument is the  
4 fact that Roland Wilder flip-flopped three times on whether  
5 he was there on April 1 or April 2. And that was played to  
6 you. And what Mr. Fram played to you was his last testimony  
7 where he flip-flopped back saying no, I wasn't there. I was  
8 there on the first, but not on the second.

9 So instead of coming in and trying to convince you  
10 that all my clients lied, isn't it more reasonable to think  
11 that Mr. Wilder was just confused on the date? Isn't that  
12 more reasonable?

13 You know what I think about it. But you also have  
14 something that was missing. David Singer, their own witness,  
15 testified that Roland Wilder was there on April 2. Their  
16 other pilot witnesses, Rautenberg, he conveniently couldn't  
17 recall. That was his testimony. So every pilot witness that  
18 hit that stand told you that Roland Wilder was there that  
19 day.

20 And Roland Wilder, again he went back and forth  
21 several times and then finally, the last time he testified it  
22 was, no, Roland wasn't there.

23 So let's get back to this list of tools. Where I  
24 left off was funding.

25 The next one I want to talk about is lobbying. The

1 on their behalf when it came to this Bond bill. Remember how  
2 that started, it wasn't ALPA's idea. It was Matt Comlish's  
3 idea and Ted Case's idea. By the way, I got a picture of  
4 Ted, in case you forgot him. He was the first witness to  
5 testify. He is on a trip and can't testify. Ted and Matt  
6 came up with that idea on their own. They went to Senator  
7 Bond and they drafted the legislation themselves, and Senator  
8 Bond introduced this thing.

9 And they asked for ALPA support over and over  
10 again. They went to Duane Woerth's office and asked for  
11 support. Nothing happened. Except one letter to Senator  
12 Bond.

13 Writing a letter to the Senator that sponsored the  
14 bill and saying we support this bill, that is silly. Unless  
15 you think the Senator is going to withdraw the bill. I mean,  
16 why would you write, it is the other 99 senators that you  
17 should have been writing to, not the guy that sponsored the  
18 bill. But that is what Duane Woerth did and that is all he  
19 did.

20 Remember, it went further than that. Remember Matt  
21 Comlish. He testified that they had these daily meetings  
22 when they were organizing all these big groups of pilots to  
23 go out on the Hill and knock on doors and talk to senators  
24 and staffers.

25 Remember, they had these morning meetings, and Ted

1 people. And the answer he got was, we haven't heard from  
2 your union. Mr. Hallisay wasn't doing any work. That is the  
3 evidence.

4 Mr. Fram told you yesterday that the bill was going  
5 nowhere. I guess it is some sort of excuse not to support  
6 it. It wasn't going anywhere? What happened to it? The  
7 Senate unanimously approved that bill. That was on December  
8 8.

9 On their own, the TWA pilots got that bill through  
10 the Senate. Then it has to go to Congress -- yeah, it has to  
11 go then to the House of Representatives. What did ALPA do  
12 then? This is P 357.

13 Remember the timing of this. December 8. It gets  
14 unanimously approved by the Senate. Four days later,  
15 December 12, we have this going on. Go to the next page,  
16 please, will. This is this business about flight pay loss,  
17 where pilots make claims, if they drop a trip, they are not  
18 getting paid by their employer, doing union business, the  
19 union will pay them for their lost pay. This is flight pay  
20 loss, that is what this is.

21 This is -- this is the flight pay loss claim form  
22 submitted by Howard Hollander for legislative work in DC.  
23 And that claim got denied. This is Jalmer Johnson was the  
24 testimony. That is the general manager of ALPA. Four days  
25 after this bill passes the Senate, they start denying flight

1 pay loss claims for pilots that want to lobby.

2 Now we got to get through the House of  
3 Representatives. There is five times more representatives  
4 than senators. And they start denying flight pay loss. Go  
5 to the next page. You can see another example. Jim Arthur.  
6 He is another MEC representative, legislative work in DC.  
7 Denied. Lisa Mauro, legislative work in DC. Denied. This  
8 is four days after the thing gets passed by the Senate. I  
9 don't think it is a coincidence.

10 And what happened? The bill died in the House.  
11 That is what happened. So lobbying.

12 What is another tool that ALPA has? Litigation.  
13 Litigation is another thing this union does.

14 They have a whole legal department. It is headed  
15 by a man named Jonathan Cohen. I want to show you Mr.  
16 Cohen's words in a previous example prior to the TWA's pilot  
17 problems, this is exhibit 405.

18 Mike Day showed this to you. This was a memo,  
19 March 22, '01 that he sent to the MEC and the negotiating  
20 committee and he attached a whole bunch of documents that he  
21 had collected from ALPA, that related to past seniority  
22 integration. If you go to the next page, he is talking, here  
23 at the bottom, Jonathan Cohen, director of legal. This is  
24 his memo, about the TWA Ozark transaction which was a merger  
25 that occurred in mid eighties. Ozark was a regional carrier

1 president, going to the other group and trying to secure a  
2 fair process. That is their policy, but no, not for the TWA  
3 pilots. To provide funding in several ways through this  
4 major contingency fund, and others. But no, not for the TWA  
5 pilots.

6 We have this great lobbying department at your  
7 service. But no, not for the TWA pilots.

8 We have this legal department and we litigate even  
9 when the chances are slim. But no, not for the TWA pilots.

10 We have this affiliation with the 14 million member  
11 AFL-CIO which provides much power. That is at your disposal,  
12 but no, not for the TWA pilots.

13 We have a practice in the past and currently as to  
14 scabs to keep people we don't like off our jumpseats. But  
15 no, you can't do that, you TWA pilots can't. And we have  
16 this policy of Independence Plus that you are going to make  
17 your own decisions. But no, not for the TWA pilots.

18 That is what we had. Did ALPA act arbitrarily? At  
19 the end, what we have here is we know that ALPA is very good  
20 at supporting a scope waiver. They are very good at  
21 supporting surrender, but they are not so good at -- I  
22 shouldn't say that. But they provided no support for the TWA  
23 pilots in the struggle that really mattered. The struggle  
24 for their seniority. There was no support there. And that  
25 is why we are here.

1 representation when it acts in bad faith. The Judge will  
2 instruct you that you can find that faith in several ways and  
3 one of them is when a union acts with hostility towards its  
4 members. Hostility. If you find that ALPA acted with  
5 hostility to the TWA pilots, that can support a finding it  
6 breached its duty.

7 Now, was there any evidence of hostility presented  
8 to you of ALPA officials acting in a hostile manner towards  
9 the TWA pilots? Well, let's look what happened on March 28.  
10 This was a meeting in Dallas, Mike Day's first meeting with  
11 the American pilots. And negotiating seniority. The  
12 negotiations had just begun. And remember what happened on  
13 March 28. The TWA side made a proposal. It was basically a  
14 modified, I call it modified date of hire. That was the  
15 proposal made on 3/28. And this was scheduled series of  
16 meetings, there was going to be a follow-up meeting the next  
17 day, remember? And what happened? The TWA pilots went back  
18 to their hotel in Dallas after they make their proposal, and  
19 they are met with, by Clay Warner, and Bob Christy. David  
20 Holtzman said he was there as well.

21 These guys were not invited. That was the  
22 testimony, of Mike Day. They were not invited. They show  
23 up. What did Mike say? He said I was kind of happy to see  
24 them.

25 I knew I would get a good meal, he said. They did.



1 They went out to eat. But what happened after the dinner?  
2 After the dinner they met back at the hotel and what did Clay  
3 Warner and Bob Christie say? They said you have to make an  
4 offer, you got to make an offer that is going to get a deal  
5 done and you need to did it now and you need to offer up 825  
6 TWA pilots to be stapled. Remember that? That is some  
7 Independence Plus there. They are telling them how to  
8 negotiate.

9 And they are asking that the TWA pilots make a  
10 huge, huge, compromise, right off the bat. I mean, they made  
11 a proposal the other day that had -- -that day, that had not  
12 been responded to. There was already an offer on the table,  
13 and these guys come in and say you need to offer up 825.

14 Do you remember what the testimony was from Mike  
15 Day and Sean Clarke? They were outraged. And this resulted  
16 in quite an argument. They all, Sean and Mike both testified  
17 that it was heated. Very heated. And lots of yelling. From  
18 Mr. Warner and Mr. Christy. So is that hostility? That is  
19 again for you to decide.

20 But it didn't end there, the yelling, any way. By  
21 the way, what happened the next day? The merger committee  
22 went in and made an offer, not to staple 825, but 434.  
23 Remember that? And Mike Day testified that that was a  
24 horrible, horrible decision that he made, and something that  
25 he has regretted ten years later. That is what he told you.

1 ALPA got it. It was printed up. Ms. Toone's computer. This  
2 talks about quite a few things. Hello. This is first  
3 officer Randy Leruth with the hotline message for the LA  
4 domicile on Friday, June 1. He starts off with "This  
5 message will cover the following topics." Number 2 is TWA  
6 seniority integration status.

7 If you go, next page, there is a rather lengthy  
8 email. But the update does talk about the TWA seniority  
9 integration. In here it says what? We want to avoid having  
10 an arbitrator or judge decide the seniority integration by  
11 date of hire.

12 You can stop right there.

13 Remember Mr. Fram telling you arbitration, you  
14 don't know who, we don't know what an arbitrator would do,  
15 and of course that is true. But we do know this, that we  
16 know what the American pilots, or at least this American  
17 pilot, thought. We got to avoid that because then there will  
18 be date of hire. We also need to avoid a Judge, a  
19 litigation, because we can end up with the same thing. Mr.  
20 Case's litigation that got rejected. Maybe. But that is  
21 their fear. Litigation is something that they fear. At  
22 least this pilot did.

23 Go to 147 BB.

24 Okay. This is Mark Hunnibell writing to Ron  
25 Rindfleisch, June 13. It is a rather, I do want you to read

1 the response was, but we do know this, the cards, however  
2 many there were, they are not here any more. Remember Mr.  
3 Rosen testified, we asked him what happened to the cards? I  
4 don't know. Looked everywhere, can't find them. That was  
5 his answer. Can't find them. Rindfleisch denied he ever had  
6 it in his deposition. And here is an email that says, hey,  
7 those cards I give you last year, I got some more. Do you  
8 want them?

9           Okay. And then going to 148, I think it is 4 E's,  
10 or is it five, 5 E's, 148, 5 E's. This is the last on this  
11 subject here. This is April 30 of '02. John: Thanks, John.  
12 John Clark. To Ron. Add this to the reimbursement request,  
13 please. He has another receipt. So he updated ALPA on his  
14 receipts and the cards, they are not here.

15           The evidence, there is evidence in this case that  
16 ALPA had its hands all over this campaign.

17           And promises go to pay for it. They are updating  
18 on it daily, the American pilots are emailing with John Clark  
19 and Mark Hunnibell and others. ALPA had its hands all over  
20 it.

21           Was there a bad faith motive for what ALPA did and  
22 didn't do to protect the TWA pilots seniority? That is again  
23 for you to decide.

24           So we talk about arbitrariness, we talked about bad  
25 faith.

1           There is one other issue I need to talk to you  
2 about and that is the issue of injury. The Judge will  
3 instruct you that you should find that ALPA caused injury to  
4 TWA pilots if you believe that but for ALPA's breach, the  
5 overall outcome of the seniority integration would have been  
6 more favorable to the TWA pilots. But for ALPA's breach, the  
7 integration would have been more favorable.

8           Now, before I get into the evidence on that, I want  
9 to talk to you about the burden of proof just a bit. You  
10 will be instructed that should you find a fact that -- that  
11 you should -- you will be instructed that you should find a  
12 fact as true if you believe it is more likely true than not.  
13 No matter how slightly the scale tips in favor on that fact.  
14 No matter how slightly, if you believe it is more likely true  
15 you need to find it a fact. That is that instruction.

16           You will also be instructed to use your common  
17 sense. You don't believe that out here. You take it in with  
18 you.

19           So on this injury question, after applying your  
20 common sense, you need to determine whether or not plaintiffs  
21 proved some injuries. Well, we proved that the 1,200 TWA  
22 pilots got furloughed. Everyone that got stapled got  
23 furloughed.

24           We have to show that ALPA, TWA pilots would have  
25 gotten a more favorable integration had ALPA not breached its

1 duty of fair representation.

2 Now, what is the evidence of that? What is the  
3 evidence that there could have been a more favorable  
4 integration? There was direct testimony from Mr. Day about  
5 that. He said I would have expected, I think his testimony,  
6 his answer was it would have been reasonable to believe that  
7 we would have got a better deal closer to the Tannen proposal  
8 had ALPA done the things we asked for and gave us the  
9 leverage we needed.

10 Mike Day told you that. He was the only one in the  
11 room with the American side. ALPA produced nobody in that  
12 position. They give you four witnesses, four lawyers that  
13 were completely uninvolved. Mike Day told you we could have  
14 got a better deal.

15 And what is the evidence to support that  
16 conclusion? What is the evidence of it? It is in the, the  
17 proof is in the pudding. It really is. The first offer made  
18 by the APA was on March 1st and they offered up staple 1,500.  
19 About. Two thirds.

20 They didn't come off that until April 18. They  
21 lowered the staple by 50. But at least that is movement in  
22 the right direction. They do that every month, we will,  
23 after a year we will have a fair deal. So this is curious,  
24 this is after the scope waiver, pilots give up their best  
25 leverage and they come back with a better proposal. It is

1 still obnoxious from the TWA pilots' side, but that is what  
2 they did.

3 Now, what happened after that? They go into this  
4 facilitated negotiation process, all throughout the summer,  
5 meeting after meeting after meeting. I don't know how many  
6 meetings. I know it was more than ten, Mike Day testified  
7 to. And throughout that the APA does nothing. They don't  
8 come off this position one iota to out that whole process in  
9 the summer.

10 And then after 9-11, a week after 9-11, they write  
11 a letter to Mike Day saying we are done. We are done talking  
12 to you, we are going to go to our board, and we are going to  
13 do what we want. At that point, 14, 15, was still the offer.  
14 What happened next? The TWA pilots got involved. They went  
15 to Senator Bond, got him involved. And Bond announces this  
16 bill that would give arbitration to the TWA pilots, had it  
17 passed. That was on October first that that announcement was  
18 made.

19 This is just some Senator saying hey, I got this  
20 bill, I put on the floor.

21 What happened next? American pilots come back to  
22 the table on their own and say hey, we got a better deal, you  
23 are going to love it. And that better deal, it was better,  
24 was Supplement CC. The staple lowered to 1,200. And it  
25 included in this notion of fencing all the TWA pilots in St.

1 Louis, which not only kept them all in St. Louis corralled  
2 there but it kept American pilots out of St. Louis, which  
3 meant they couldn't bid there which was some sort of benefit  
4 for the TWA guys.

5 So on the strength of the TWA pilots doing nothing  
6 other than get Senator Bond to introduce some legislation,  
7 the American pilots lower the staple by 250, and offer this  
8 notion of a fence in St. Louis. That was done with just the  
9 leverage of maybe the senator's bill might get passed some  
10 day. That was the only leverage. That was all that had  
11 changed. What if ALPA had gotten involved and done any of  
12 the things, or all of the things, that were requested of it?  
13 Litigate, boycott. All of it. Would there have been a  
14 better deal? A more favorable deal? Again, that is up to  
15 you to decide. But again, you must use your common sense and  
16 look at what happened.

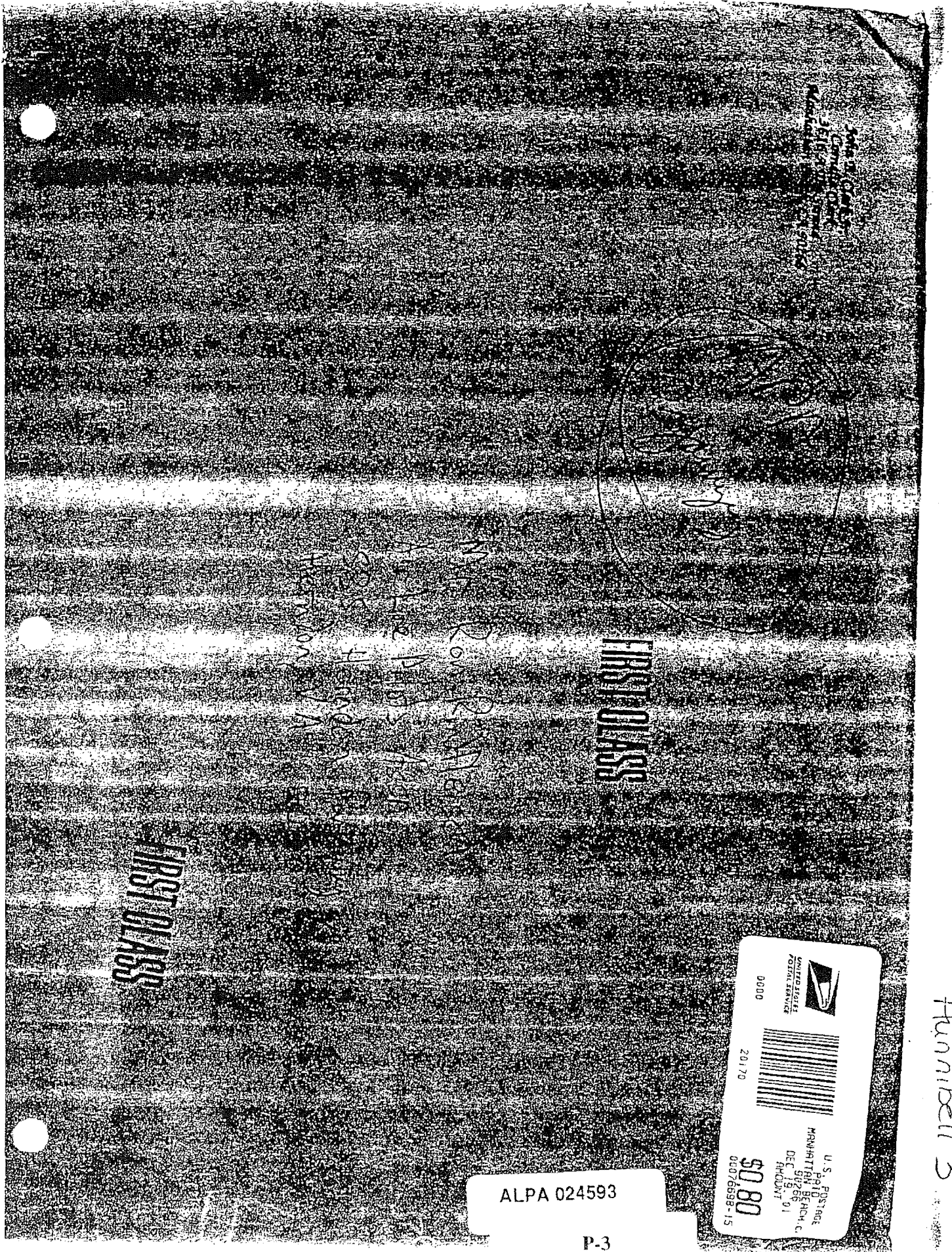
17 If you lower that staple by one pilot, that is  
18 injury.

19 Folks, I am finished. Okay. I am sure you have  
20 heard enough. And I am going to sit down now, and the Judge  
21 is going to read some instructions to you and we will see you  
22 when you get back.

23 THE COURT: Thank you, Mr. Press. We will take a  
24 short break now. About 15 minutes. It is 25 of 11. About  
25 ten of 11. Then I will read my charge of the law to you.

# Exhibit S





FIRST CLASS

FIRST CLASS

U.S. POSTAGE  
\$0.80  
DEC 19 01  
HUMPHREY BEACH, C.  
HUMPHREY  
0070598-15

ALPA 024593

P-3

Humbell 3

Mark L. Hunnibell  
2611 Long Hill Road  
Guilford, CT 06437  
Tel: 203-457-9872  
Fax: 801-383-5030

December 18, 2001

Mr. Ron Rindfleisch  
Air Line Pilots Association  
535 Herndon Parkway  
Herndon, VA 20170

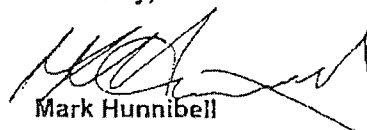
Ron:

I have attached documents supporting the reimbursement request that I understand John Clark has filed. I cannot presently locate receipts for some of the smaller items that are reflected as incurred by me in the spreadsheet. Still, I have documentation for the "big ticket" items as attached:

1. Copies from microfiche of my three payments to Primadata, Inc. (the printer/mailer who produced and mailed the cover letter and authorization cards). I do not get actual copies of cancelled checks and, if I was provided with a complete "PAID IN FULL" receipt, I cannot find it. These checks, and the accompanying invoice, are the best I have.
2. 5/15/2001 invoice from Primadata, Inc. for the handling and postage for the card mailing. Note that this does not include the amount for the actual printing the letters, envelopes, and authorization cards. That was billed separately for \$1,276.94 and I cannot find that invoice, but I do have the cancelled check in that amount, (#6120, 5/22/2001) that includes my memo of the purpose of the check. The balance due on the 5/15/2001 Primadata invoice (\$1,462.14) was also paid on 5/22/2001 with my check #6119. The \$2,000 reflected on the invoice as "Deposit" was paid on 5/9/2001 with my check #6107.
3. 5/14/2001 USPS certificate of mailing. This was not paid directly by me. The amount was included in the invoice from Primadata, Inc.
4. Copy of the room charges (\$114.25) applied to my credit card on 7/23/2001. The total charge was actually split between John Clark and myself (which is why it still shows a balance due identical to what I had charged on my card). John will no doubt be submitting the other half of this expense.
5. Ten (10) e-mail notices of setup and billing for the aa-alpa.org web site. These costs continue to be billed monthly to my personal credit card. The invoices may be a little hard to follow, but the charges I incurred were \$84.44 for initial setup and the first 6 months, plus \$10 per month after that (\$50), plus \$25 on 12/4/2001 to re-register the domain (Total: \$159.44).

I believe the total expenses reflected above (\$5,012.77) substantially exceed the amount for which I am seeking reimbursement. Please let me know if you need more information.

Sincerely,



Mark Hunnibell

ALPA 024594







<p><b>MARK L. HUNNIBELL AND LAURA S. HUNNIBELL</b> 203-457-9872 2611 LONG HILL RD. GUILFORD, CT 06437</p>	<p><b>ALLIED PILOTS ASSOCIATION FEDERAL CREDIT UNION</b> 587 SHUMAN BLVD., SUITE 383E NAPERVILLE, IL 60563-8453</p>	<p>6107 70-9321/719 5/9/2001</p>
<p>PAY TO THE ORDER OF <u>Primadata</u></p>		<p>\$ <b>2,000.00</b></p>
<p>Two Thousand and 00/100*****</p>		<p>DOLLARS <b>2</b></p>
<p>Primadata 1228 West Scyene Road Suite 130 Mesquite, TX 75149-3127</p>		<p><i>[Signature]</i></p>
<p>MEMO <u>Mark Hunnibell for Vice Presiden</u></p>		<p>847202 000000000000</p>

Acct: 847202    Check #: 6107  
Amt: \$2,000.00    Date: 05-14-2001

<p>0002357512 05/14/2001 147 030007105500</p> <p>0710-0030-1 060641632 0710-0030-1 060641632 05-14-01 060641632 1753 1293 04 06 110</p> <p>0710000013 DATE ONE 05/13/01 07866382</p>	<p>1019 20227</p>	<p>FOR DEPOSIT ONLY PRIMADATA, INC. 950006912</p>
--	-------------------	---

Sequence #: 2357512

**Primadata, Inc.**

1228 Scyene Road, Suite 134  
 Mesquite, Texas 75149-3128  
 (972) 216-9910

**Invoice**

Invoice Number: 15144  
 Invoice Date: 05/15/01

Sold To:

Ship To:

Hunnibel For Vice President  
 2611 Long Hill Road  
 Guilford, CT 06437-3616

Mesquite PO

Attn: Mark

Delivered Via: Mesquite PO  
 Delivery Date: 05/14/01  
 Terms: Net 10

P.O. Number: Mark  
 P.O. Date:  
 Salesperson: PDI

Quantity	Description	Price
11091	MAIL SERVICES HUNNIBELL FOR VICE PRESIDENT (Data Conversion-E Mail, Data Hygiene, Address Corrections, De Dupe, Ink Jet Envelope, Fold Letter, Insert 2 Pieces, Seal, Zip Sort, Sleeve & Strap Trays, Deliver To Mesquite PO, UPS Overs To Mark)	1332.56
11091	POSTAGE . POSTAGE SAVINGS \$643.98 (Presorted STD--Automated)	2129.58

Subtotal: 3462.14

Tax:

Deposit: 2000.00

Past 30 days subject to 1.50% interest (18% A.P.R.)

*Thank You for your business!*

Total: \$ 1462.14

05/24/2001 04:12 9722169904

PRIMADATA, INC.

PAGE 01

3602 POSTAL SERVICE PERMIT SYSTEM TRANS# 200113415200/DUM1  
STATEMENT OF MAILING/3607 WEIGHING AND DISPATCH CERTIFICATE

STATION OR UNIT: MESQUITE MAIN POST OFFICE  
FINANCE NUMBER : 48-5860

COMPANY PERMIT USED: Y  
PERMIT NO: 00072

PRIMADATA INC  
1228 W SCYENE RD STE 134  
MESQUITE TX 75149-3128

**DUPLICATE**

DATE OF MAILING	CLASS	PROC CAT	TYPE
05/14/01	STANDARD	LETTERS	BULK REGULAR

WEIGHT OF SINGLE PIECE (LBS)	TOTAL PIECES	TOTAL POUNDS
0.0300	11,082	332.4600

MAILED: FOR  
PERMIT NO. 80646  
NAME: MARK HUNNIBEL

CONTAINERS  
64

NBRVP:  
ERRORS: 0.00%

RECEIVED MAY 15 2001

AFFIXED POSTAGE:  
AMOUNT FROM TRUST: \$2,126.52

I CERTIFY that this mailing has been inspected concerning:  
1)eligibility for the rate of postage claimed; 2)proper preparation  
(and presort where required); 3)proper completion of the statement of  
mailing; and 4)payment of the required annual fee.



ROUND STAMP REQUIRED  
TIME \_\_\_\_ AM / PM

*[Signature]*  
SIGNATURE OF WEIGHER

ROUND STAMP REQUIRED  
TIME \_\_\_\_ AM / PM

RECEIVED FOR PROCESSING BY

COMMENTS:

REMAINING ON DEPOSIT: \$7.39

CLK INIT: DJE

ALPA 024599

mark@hunnibell.net

---

From: Minerva Technical Support [support@minerva.net]  
Sent: Saturday, January 27, 2001 12:19 PM  
To: mark@hunnibell.net  
Subject: New Domain Information

Hello Mark,

Thank you for choosing Minerva Network Systems as your Internet Solutions Provider. We are pleased to inform you that your order has been processed. The following information will grant access to your account:

Company Name: Alpa Now  
Contact Name: Mark Hunnibell  
Contact Phone Number: 203-457-9872

Domain Name: aa-alpa.org  
IP Address: 206.239.54.14

FTP Username: alpanow  
FTP Password: #####

Home Page or Start file: index.html

Please review the technical information above and let us know if any changes are necessary.

If you require an email(s) account for your website (example: yourname@yourdomain.com) or if you have any additional technical questions or concerns, please contact support@minerva.net or reply to this email.

For all other inquiries or account changes, please contact the following:

Technical Support:  
support@minerva.net  
1.888.667.7231 ext. 1  
703.263.3300

Sales Issues:  
sales@minerva.net  
1.888.667.7231 ext. 2  
703.263.2200

Billing Issues:  
billing@minerva.net  
1.888.667.7231 ext. 3  
703.263.0796 ext. 3

You may also visit our website for additional information at [www.minerva.net](http://www.minerva.net). Thank you for choosing Minerva.

Geoffrey Watson  
Minerva Technical Support



mark@hunnibell.net

---

From: billing@minerva.net  
Sent: Tuesday, January 30, 2001 7:49 PM  
Subject: Periodic Billing Order 1163-1 Submitted

Periodic Billing Order  
Order # 1163-1 Submitted

Amount: 10.00  
Tax: 0.00  
Shipping: 0.00  
Customer: mark hunnibell  
Company: Minerva Network Systems  
Address: 2611 Long hill Rd

City: Guilford  
State: CT  
Country: US  
Zip: 06437

-----  
Periodic Billing Information  
Startdate: 2001/07/03  
Periodicity: m1  
Installments: 99  
Threshold: 3  
Comments:

mark@hunnibell.net

From: MNS Accounts & Billing [billing@minerva.net]  
 Sent: Wednesday, February 07, 2001 4:41 PM  
 To: mark@hunnibell.net  
 Subject: Bill 2/6/01

MINERVA NETWORK SYSTEMS, INC.

Mark Hunnibell  
 Alpha Now  
 2611 Long Hill Rd  
 Guilford, CT 06437

CUSTOMER ID MNS-394

## ACCOUNT STATUS

Previous Balance	\$0.00
Payments	\$84.44 CR
Adjustments	\$0.00
Current Charges	\$84.44

CURRENT BALANCE \$0.00

BILL NUMBER	932
BILL DATE	Feb 6, 2001
DUE DATE	Mar 8, 2001

Your account is current. Do not send payment.

Thank you for your business!

For customer assistance please call 1-888-MNS(667)-7231.

## PAYMENTS

Date	Description	Amount
Jan 30	Credit Card Payment MC	\$84.44 CR
	TOTAL PAYMENTS	\$84.44 CR

## CURRENT CHARGES

Date	Description	Amount
Jan 25	Set up fee	\$35.00
	Set-Up Fees	\$10.00
	Additional Services Domain Registration	\$25.00
Jan 30	Basic Account 6 month pre-pay: MNS-394-1 (Jan 25 - Jun 3)	\$49.44
	6 Month Fee with 5% discount: (86.74% of \$57.00)	\$49.44
	TOTAL CURRENT CHARGES	\$84.44

mark@hunnibell.net

From: billing@minerva.net  
 Sent: Monday, July 02, 2001 10:32 AM  
 To: mark@hunnibell.net  
 Subject: Bill 07/02/2001

MINERVA NETWORK SYSTEMS, INC.

Mark Hunnibell  
 Alpha Now  
 2611 Long Hill Rd  
 Guilford, CT 06437

CUSTOMER ID MNS-394

## ACCOUNT STATUS

Previous Balance	\$0.00
Payments	\$0.00
Adjustments	\$0.00
Current Charges	\$44.13
<b>TOTAL AMOUNT DUE</b>	<b>\$44.13</b>

BILL NUMBER	2691
BILL DATE	Jul 2, 2001
DUE DATE	Aug 1, 2001

The total amount due will be automatically charged  
 to your credit card. Do not send payment.

-----  
 Thank you for your business!

For customer assistance please call 1-888-MNS(667)-7231 or  
 1-703-263-D796.

Late fees: \$15.00 on all over due balances of \$20.00  
 or more.

## CURRENT CHARGES

Date	Description	Amount
Jul 2	Basic account 6 month pre pay: MNS-394-1 (Jul 1 - Jul 24)	\$44.13
	Monthly Fee: (77.42% of 57)	\$44.13
	<b>TOTAL CURRENT CHARGES</b>	<b>\$44.13</b>

mark@hunnibell.net

---

From: billing@minerva.net  
Sent: Wednesday, August 01, 2001 3:27 PM  
To: mark@hunnibell.net  
Subject: Bill 08/01/2001

MINERVA NETWORK SYSTEMS, INC.

Mark Hunnibell  
Alpha Now  
2611 Long Hill Rd  
Guilford, CT 06437

CUSTOMER ID MNS-394

ACCOUNT STATUS

Previous Balance	\$10.00
Payments	\$0.00
Adjustments	\$0.00
Current Charges	\$0.00

TOTAL AMOUNT DUE \$10.00

BILL NUMBER	3032
BILL DATE	Aug 1, 2001
DUE DATE	Aug 31, 2001

The total amount due will be automatically charged  
to your credit card. Do not send payment.

-----  
Thank you for your business!

For customer assistance please call 1-888-MNS(667)-7231 or  
1-703-263-0796.

Late fees: \$15.00 on all over due balances of \$20.00  
or more.  
-----

mark@hunnibell.net

From: billing@minerva.net  
 Sent: Friday, August 31, 2001 1:38 PM  
 To: mark@hunnibell.net  
 Subject: Bill 8/31/01

MINERVA NETWORK SYSTEMS, INC.

Mark Hunnibell  
 Alpha Now  
 2611 Long Hill Rd  
 Guilford, CT 06437

CUSTOMER ID MNS-394  
 ACCOUNT STATUS  
 Previous Balance \$10.00  
 Payments \$10.00 CR  
 Adjustments \$0.00  
 Current Charges \$10.00  
 TOTAL AMOUNT DUE \$10.00

BILL NUMBER 3351  
 BILL DATE Aug 31, 2001  
 DUE DATE Sep 30, 2001

The total amount due will be automatically charged  
 to your credit card. Do not send payment.

-----  
 Thank you for your business!

For customer assistance please call 1-888-MNS(667)-7231 or  
 1-703-263-0796.

Late fees: \$15.00 on all over due balances of \$20.00  
 or more.

## PAYMENTS

Date	Description	Amount
Aug 3	Credit Card Payment M	\$10.00 CR
TOTAL PAYMENTS		\$10.00 CR

## CURRENT CHARGES

Date	Description	Amount
Aug 31	Basic Pkg - 10MB 1GB traffic/month 5 email accounts: MNS-	\$10.00
	Monthly Fee	\$10.00
TOTAL CURRENT CHARGES		\$10.00

mark@hunnibell.net

From: billing@minerva.net  
 Sent: Monday, October 01, 2001 1:01 PM  
 To: mark@hunnibell.net  
 Subject: Bill 10/1/01

MINERVA NETWORK SYSTEMS, INC.

Mark Hunnibell  
 Alpha Now  
 2611 Long Hill Rd  
 Guilford, CT 06437

CUSTOMER ID MNS-394  
 ACCOUNT STATUS  
 Previous Balance \$10.00  
 Payments \$10.00 CR  
 Adjustments \$0.00  
 Current Charges \$10.00  
 TOTAL AMOUNT DUE \$10.00  
 BILL NUMBER 3673  
 BILL DATE Oct 1, 2001  
 DUE DATE Oct 31, 2001

The total amount due will be automatically charged  
 to your credit card. Do not send payment.

-----  
 Thank you for your business!

For customer assistance please call 1-888-MNS(667)-7231 or  
 1-703-263-0796.

Late fees: \$15.00 on all over due balances of \$20.00  
 or more.

## PAYMENTS

Date	Description	Amount
Sep 4	Credit Card Payment	\$10.00 CR
TOTAL PAYMENTS		\$10.00 CR

## CURRENT CHARGES

Date	Description	Amount
Oct 1	Basic Pkg - 10MB 1GB traffic/month 5 email accounts: MNS-	\$10.00
	Monthly Fee	\$10.00
TOTAL CURRENT CHARGES		\$10.00

mark@hunnibell.net

From: billing@minerva.net  
 Sent: Thursday, November 01, 2001 3:13 PM  
 To: mark@hunnibell.net  
 Subject: Bill 11/1/01

MINERVA NETWORK SYSTEMS, INC.

Mark Hunnibell  
 Alpha Now  
 2611 Long Hill Rd  
 Guilford, CT 06437

CUSTOMER ID MNS-394  
 ACCOUNT STATUS  
 Previous Balance \$10.00  
 Payments \$35.00 CR  
 Adjustments \$0.00  
 Current Charges \$35.00  
 TOTAL AMOUNT DUE \$10.00  
 BILL NUMBER 4005  
 BILL DATE Nov 1, 2001  
 DUE DATE Dec 1, 2001

The total amount due will be automatically charged  
 to your credit card. Do not send payment.

-----  
 Thank you for your business!

For customer assistance please call 1-888-MNS(667)-7231 or  
 1-703-263-0796.

Late fees: \$15.00 on all over due balances of \$20.00  
 or more.

## PAYMENTS

Date	Description	Amount
Oct 3	Credit Card Payment m	\$10.00 CR
Oct 3	Credit Card Payment M	\$25.00 CR
TOTAL PAYMENTS		\$35.00 CR

## CURRENT CHARGES

Date	Description	Amount
Oct 3	Basic Pkg - 10MB 1GB traffic/month 5 email accounts: MNS-	\$0.00
	Monthly Fee: (93.55% of \$10.00)	\$9.35
	Discount: 100%	\$9.35 CR
Oct 3	Set up Domain and Registration for 1 year: MNS-394-4	\$25.00
	Set up Domain and Registration for 1 year	\$25.00
Oct 31	Basic Pkg - 10MB 1GB traffic/month 5 email accounts: MNS-	\$10.00
	Monthly Fee	\$10.00
TOTAL CURRENT CHARGES		\$35.00



# THE WASHINGTON COURT HOTEL

◆ ON CAPITOL HILL ◆

A Harbaugh Hotel

525 NEW JERSEY AVE., N.W., WASHINGTON, D.C. 20001 202-628-2100 FAX: 202-879-7918

CLARK, JOHN  
AIR LINE PILOTS ASSN

ARRIVAL  
DEPARTURE  
NO. IN PARTY  
RATE

7/22/01  
7/23/01  
2  
169.00

CC#: 7029 Exp: 06/03

ACCOUNT NO.

403115

ROOM NO.

1008

NO.	DATE	DESCRIPTION	AMOUNT
A-STANDARD			
7/22/01	LOCAL PHONE	1008 7220072001 23:55	\$1.00
7/22/01	ROOM CHARGE	1008 12	\$169.00
7/22/01	ROOM TAX	1008 13	\$24.51
7/23/01	LONG DISTANCE PHONE	1008 7230139002 10:06	\$1.00
7/23/01	CAFE & GRILL	1008 1538 10:48	\$32.99
7/23/01	MASTERCARD	1008 5602824	\$114.25
* BALANCE DUE			\$114.25

MARK L HUNNIBELL

DATE 7/23/01	CHECK OUT DATE
INT. AUTH. NO.	AMOUNT
CHECK NO./POLICY NO.	SURVER
REFERENCE NO.	CASHIER

DESCRIPTION
PROMISE & SERVICE
TAXES
TIPS - MISC
7/24/05

PURCHASE RECEIPT

Cardholder acknowledges receipt of goods and services for the amount of the Total shown herein and agrees to pay for the obligations set forth in the Cardholder's agreement with the issuer.

AUTH. DATE	AUTH. CODE	AUTH. AMOUNT

CUSTOMER COPY  
IMPORTANT:  
RETAIN THIS COPY FOR YOUR RECORDS.

STREET

CITY

STATE

ZIP CODE

Regardless of charge instructions, I acknowledge the above as personal indebtedness.

GUEST SIGNATURE

ALPA 024600



mark@hunnibell.net

From: billing@minerva.net  
 Sent: Friday, November 30, 2001 12:42 PM  
 To: mark@hunnibell.net  
 Subject: Bill 11/30/01

MINERVA NETWORK SYSTEMS, INC.

Mark Hunnibell  
 Alpha Now  
 2611 Long Hill Rd  
 Guilford, CT 06437

CUSTOMER ID MNS-394  
 ACCOUNT STATUS  
 Previous Balance \$10.00  
 Payments \$10.00 CR  
 Adjustments \$0.00  
 Current Charges \$10.00  
 TOTAL AMOUNT DUE \$10.00

BILL NUMBER 4344  
 BILL DATE Nov 30, 2001  
 DUE DATE Dec 30, 2001

The total amount due will be automatically charged  
 to your credit card. Do not send payment.

-----  
 Thank you for your business!

For customer assistance please call 1-888-MNS(667)-7231 or  
 1-703-263-0796.

Late fees: \$15.00 on all over due balances of \$20.00  
 or more.

## PAYMENTS

Date	Description	Amount
Nov 29	Credit Card Payment mc	\$10.00 CR
TOTAL PAYMENTS		\$10.00 CR

## CURRENT CHARGES

Date	Description	Amount
Nov 30	Basic Pkg - 10MB 1GB traffic/month 5 email accounts: MNS-	\$10.00
	Monthly Fee	\$10.00
TOTAL CURRENT CHARGES		\$10.00

mark@hunnibell.net

From: billing@minerva.net  
 Sent: Tuesday, December 04, 2001 4:50 PM  
 To: mark@hunnibell.net  
 Subject: Bill 12/4/01

MINERVA NETWORK SYSTEMS, INC.

Mark Hunnibell  
 Alpha Now  
 2611 Long Hill Rd  
 Guilford, CT 06437

CUSTOMER ID MNS-394

ACCOUNT STATUS

Previous Balance	\$10.00
Payments	\$35.00 CR
Adjustments	\$0.00
Current Charges	\$25.00

CURRENT BALANCE \$0.00

BILL NUMBER	4475
BILL DATE	Dec 4, 2001
DUE DATE	Jan 3, 2002

Your account is current. Do not send payment.

-----  
 Thank you for your business!

For customer assistance please call 1-888-MNS(667)-7231 or  
 1-703-263-0796.

Late fees: \$15.00 on all over due balances of \$20.00  
 or more.

-----  
 PAYMENTS

Date	Description	Amount
Dec 4	Credit Card Payment mc	\$10.00 CR
Dec 4	Credit Card Payment mc	\$25.00 CR
TOTAL PAYMENTS		\$35.00 CR

CURRENT CHARGES

Date	Description	Amount
Dec 4	Set up Domain and Registration for 1 year: MNS-394-5	\$25.00
	Set up Domain and Registration for 1 year	\$25.00
TOTAL CURRENT CHARGES		\$25.00

Trip to LAS on 12/05/01

LS TRANSPORTATION  
CALL AHEAD  
MRS. FOR RESERVATION  
702-740-4050

KET #

-TRP STPP 07.50  
AL 7.50  
CPD 7.50  
H 7.50  
T RESPONSIBLE FOR  
MISSED FLIGHTS  
RKG NO. 605316  
05. MED 13:14 #07-1

to Paris Hotel



DRIVER# \_\_\_\_\_ DATE 12/05/01

(CHARGE THE ACCT. OF) \_\_\_\_\_  
(RECEIVED OF) \_\_\_\_\_

FOR TAXI FARE FROM Paris Hotel  
TO LAS Airport

(X) DRIVER NAME \_\_\_\_\_

(X) PASSENGER SIGNATURE \_\_\_\_\_

AMOUNT \$15.00

Handwritten note: Trip to LAS on 12/05/01

LAX-CPDS  
ENTRY 13 12-05-01 16:21  
EXIT 16 12-05-01 17:22  
ID NO 118 FEE \$ 15.00  
LP# NU 0184 SEQ 2919

Corresponds to spread sheet

Visit our Web Site at: WWW.KRE.COM

Postal transactions may have received a handling fee.

Sub Total: 13.80  
Tax: 0.88  
Total Sales: 13.80  
Change: 20.00  
Cash: 6.40

Qty Description Unit Ext  
2 Stamps 6.80

Center #3269  
2110 ARTESIA BLVD #8  
REDONDO BEACH, CA 90278  
Phone 310 318 3000

6/14/01  
Shift: 0168 Dm: 01 ID: 1220 Clerk: Amy  
17:10:58

Making Business Easter. Worldwide.  
Mall Boxes Etc.  
\*\*\*\*\* SALE \*\*\*\*\*

OFFICE DEPOT  
1700 ROSECRANS AVE.  
MANHATTAN BEACH, CA 90266  
310-536-9569

Employee 210160 06/07/01 17:01  
Store #0967 Reg #002 Tran #8889  
SALE POS Version 4.07

7878704625 GUIDE, CARD, A 3.49  
NFB, LIGHT # 5.80 5.56  
7169138977 EX, SHOE, 1.50  
4 @ 1.39  
NFB, LIST # 2.49

SUBTOTAL 9.05  
CA 8% SALES TAX .72  
TOTAL 9.77

CASH 10.77  
CHANGE 1.00

TRY OUR COPY CENTER for  
Printing and Copying Services

**Taxi Cab Receipts**

DATE: 7/22/01 TIME: 11:00 PM

TRIP ORIGIN: Washington Court Hotel

DESTINATION: Lindero's

FARE: \$10.00 SIGNATURE \_\_\_\_\_

EL SEGUNDO MAIN PO  
EL SEGUNDO, California  
90245998  
(310) 322-7238 01:40:08 PM

Product Description	Sale Qty	Unit Price	Final Price
\$6.80 Statue of Liberty PSA Bk	1	\$6.80	\$6.80
\$6.80 Apple & Orange PSA Bk	1	\$6.80	\$6.80
<b>Total:</b>			<b>\$13.60</b>

Paid by: Cash  
\$13.60

For information on current postage rates, visit our web site at [www.usps.com](http://www.usps.com).  
Bill #: 1000400300173  
Clerk: 10

Thank you for your business

RECEIPT

DATE: 5/4/01 No. 241668

FROM: John B Clark Jr.

DOLLARS

FOR RENT Box 215

ACCT: 667

FROM: 5/4/01 TO: 9/4/01

CASH

CHECK

MONEY ORDER

BY: Mel

ALPA 024612

*Corresponds to spread sheet*

Kinko's (202) 547-8421  
317 PENNSYLVANIA AVENUE SOUTHEAST  
WASHINGTON, DC 20003

QTY/LIST	DISC	PRICE	AMOUNT
3 Office SUPPLIES			
0.67	0.00	0.67	2.07
38 PC SS WRK STATION TIME/MIN			
0.20	0.00	0.20	7.60
19 COMP RENT LTR.LGL. INK PRINT			
0.49	0.00	0.49	9.31
13 ES COLOR S/S LTR. LGL			
1.00	0.00	1.00	13.00

SUBS 31.98 TX 1.84 TOT 33.82  
MasterCard 33.82  
CIB 0.00

XXXXXXXXXXXX454 06/02 AP005645

I agree to pay the above amount  
according to the card issuer agreement.  
Sign Here: X

0849718 TK 640116 RG 3A 57/23/01 01:20  
Visit us @ <http://www.kinkos.com>

USPS, REDONDO BEACH MAIN  
REDONDO BEACH, California  
902779998  
05/15/2001 (310)376-3252 04:31:35 PM

Product Description	Sale Qty	Unit Price	Final Price

Business Reply Mail  
Account Number: 25  
Customer Name: ALPA REPRESENTATION CAMP  
AIGN

Address: JOHN  
Amount of Deposit: \$500.00

Total: \$500.00

Paid by: Check  
4146205  
\$500.00

Visit our Web Site at: [WWW.HBE.COM](http://WWW.HBE.COM)

Postal transactions may have received a handling fee.

Qty	Description	Unit	Ext
1	Mailbox Service	5.00	5.00
Sub Total:			5.00
Tax:			0.00
Total Sales:			5.00
Cash:			5.00
Change:			0.00

\*\*\*\*\* SALE \*\*\*\*\*  
Mail Boxes Etc.  
Making Business Easier. Nor-Jalide.  
\*\*\*\*\*  
Shift: 0141 DRW: 01 20:1401 Clerk: AMY  
5/16/01 17:03:57  
Center #3289  
2110 ARTESIA BLVD #8  
REDONDO BEACH, CA 90278  
Phone 310 318 3000

Bill #: 1000300228904  
Clerk: 14

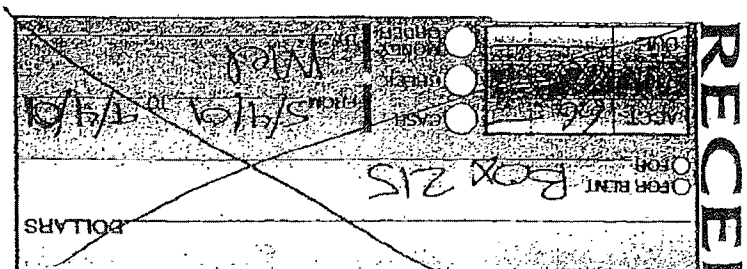
Address: JOHN CLARK  
3616 A THE STRAND  
Amount of Deposit: \$0.00  
Annual Fee: \$125.00  
Accounting Fee: \$375.00  
Total: \$500.00  
Paid by: Check  
4146205  
\$500.00

Business Reply Mail  
Account Number: 1000300000010  
Customer Name: ALPA REPRESENTATION CAMP  
AIGN  
05/04/2001 (310)376-3252 05:05:16 PM  
Product: Sales Receipt  
Description: Qty Unit Price Final Price

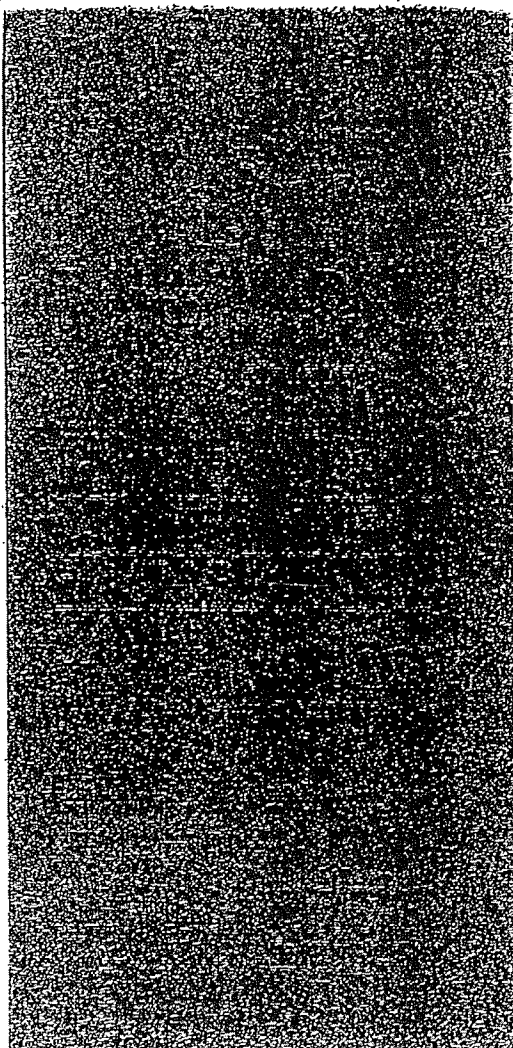
USPS, REDONDO BEACH MAIN  
REDONDO BEACH, California  
902779998  
(310)376-3252

*Scan at collector*

ALPA 024613



Corresponds to spread sheet



MAIN OFFICE USPS  
MANHATTAN BEACH, California  
902669998  
06/02/2001 (310)937-9569 01:57:31 PM

Product Description	Sale Qty	Unit Price	Final Price
---------------------	----------	------------	-------------

INCLINE VILLAGE NV 89451 First-Class			\$0.76
---	--	--	--------

Issue PVI:			\$0.76
------------	--	--	--------

INCLINE VILLAGE NV 89451 First-Class			\$0.76
---	--	--	--------

Issue PVI:			\$0.76
------------	--	--	--------

INCLINE VILLAGE NV 89451 First-Class			\$0.76
---	--	--	--------

Issue PVI:			\$0.76
------------	--	--	--------

TUSTIN CA 92780 First-Class			\$0.76
--------------------------------	--	--	--------

Return Receipt			\$1.50
----------------	--	--	--------

Certified			\$1.90
-----------	--	--	--------

Label Serial #: 70001530000283528118			
--------------------------------------	--	--	--

Issue PVI:			\$4.16
------------	--	--	--------

\$6.80 Flowers PSA Bk	1	\$6.80	\$6.80
--------------------------	---	--------	--------

Total:			\$13.24
--------	--	--	---------

Paid by:

Cash			\$15.00
------	--	--	---------

Change Due:			-\$1.76
-------------	--	--	---------

NetPost Mailing Online lets you send  
your mailings right from your computer!  
It's quick, easy and online at  
[www.usps.com](http://www.usps.com).

Bill #: 1000600743131  
Clerk: 16

— Thank you for your business —

ALPA 024614





# THE WASHINGTON COURT HOTEL

◆ ON CAPITOL HILL ◆

A Harbaugh Hotel

525 NEW JERSEY AVE., N.W., WASHINGTON, D.C. 20001 202-628-2100 FAX: 202-879-7918

CLARK, JOHN  
AIR LINE PILOTS ASSN

*1/2 hotel stay in DCA*

ARRIVAL
DEPARTURE
NO. IN PARTY
RATE

7/22/01

7/23/01

2

169.00

CC#: 5471211540017029 Exp: 06/03

ACCOUNT NO.

403115

ROOM NO.

1008

NO.	DATE	DESCRIPTION	AMOUNT
7/22/01	7/22/01	ROOM PHONE	1.00
7/22/01	7/22/01	ROOM CHARGE	1.00
7/22/01	7/22/01	ROOM TAX	1.00
7/23/01	7/23/01	LONG DISTANCE PHONE	1.00
7/23/01	7/23/01	CAFE & CHILL	1.00
7/23/01	7/23/01	MASTERCARD	1.00
7/23/01	7/23/01	MASTERCARD	1.00
BALANCE			5.00

COMPANY	STREET
CITY	STATE
ZIP CODE	

Regardless of charge instructions, I acknowledge the above as personal responsibility.

GUEST SIGNATURE

ALPA 024615

# Exhibit T



12/13/2001 11:04 3147708597  
11/12/2001 11:11 0000000000

REPRESENTATION  
RJH

PAGE 02

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AIR LINE PILOTS ASSOCIATION  
FAX COVER PAGE

---

DATE:

12/12/01

TO:

Bob Pastore, Ted Case, Kevin Dillon  
(@ VA #)

PHONE:

FAX:

FROM:

Palmer Johnson

PHONE:

FAX: (703) 689-4356

SUBJECT:

TRANSMITTAL FORM PLUS

3

PAGE(S)

MESSAGE:

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P-357

P00534

12/13/2001 11:04 3147708597  
12/14/2001 14:24 700034550

REPRESENTATION

PAGE 03

**TRANS WORLD AIRLINES PILOTS MASTER EXECUTIVE COUNCIL**

**MEC OFFICERS**  
**Robert A. Pastore**  
 Chairman  
**John S. Hefley**  
 Vice Chairman  
**Theodore A. Case**  
 Secretary/Treasurer



**Air Line Pilots Association**  
**FACSIMILE**

---

**DATE:** December 12, 2001

**TO:** Jalmer Johnson  
**LOCATION** 703-689-4356

**FROM:** Ted Case  
**LOCATION** 314/770-8510 (Fax)  
 314/770-8500 (Phone)

**PAGE(s)** 1

---

Please review the following flight pay loss/union business for approval:

Name	Date	Project	Hours	Purpose
Hollander, Howard LEC Rep	12/13/01- 12/14/01	70093	5:00	Ongoing seniority integration issues and legislative work in DC

*Denied*  
*[Signature]* 12/12/01

*This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone. Thank you.*

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P00531

12/13/2001 11:04 3147708597

A.L.P.A -TWA:MEC

TEL:314-770-8510

REPRESENTATION

Dec 10'01 14:49 No.002 P.01

PAGE 84

## TRANS WORLD AIRLINES PILOTS MASTER EXECUTIVE COUNCIL

## MEC OFFICERS

Robert A. Pastore  
ChairmanKeith O'Leary  
Vice Chairman

Secretary/Treasurer

Air Line Pilots Association  
FACSIMILE

DATE: December 10, 2001

TO: Jahner Johnson  
LOCATION 703-889-4356

FROM: Bob Pastore  
LOCATION 314/770-8510 (Fax)  
314/770-8500 (Phone)

PAGE(s) 1

Please review the following flight pay loss/union business for approval:

Name	Date	Project	Hours	Purpose
Arthur, Jim LEC Rep	12/12/01- 12/14/01	70024	7:30	Legislative work in DC Per Pastore & Woerth
Mauro, Lisa Legislative Committee	12/12/01- 12/14/01	70024	18:42	Legislative work in DC Per Pastore & Woerth

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P00532

12/13/2001 11:04  
12/13/2001 11:043147708597  
7036694350REPRESENTATION  
HUPMPAGE 05  
PAGE 04

## TRANS WORLD AIRLINES PILOTS MASTER EXECUTIVE COUNCIL

## MEC OFFICERS

Robert A. Pastore  
ChairmanJohn S. Hefley  
Vice ChairmanTheodore A. Case  
Secretary/TreasurerAir Line Pilots Association  
FACSIMILE

DATE: December 12, 2001

TO: Jalmer Johnson  
LOCATION 703-889-4350

FROM: Ted Case  
LOCATION 314/770-8510 (Fax)  
314/770-8500 (Phone)

PAGE(s) 1

Please review the following flight pay loss/union business for approval:

	Name	Date	Project	Hours	Purpose
①	Cutler, Larry Gov't Affairs Comm	12/13/01- 12/15/01	70024	7:30	Ongoing legislative work MEC office
②	Darnall, Jeff Vice Chairman Communications Comm	12/16/01- 12/18/01	70018	10:00	Ongoing communication projects, Contract Education
③	Vesser, Ron Gov't Affairs Comm	12/13/01- 12/15/01	70024	15:00	Ongoing legislative work in DC

① Denied

② OK

③ Denied

12/24/01

*[Signature]*

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P00533

# Exhibit U



**TWA MEC SPECIAL MEETING  
APRIL 2, 2001  
ST. LOUIS, MO**

**COMPILATION OF ACTIONS**

**Resolution #01-64 by S. Rautenberg/P. Lewin**

WHEREAS the Negotiating Committee reports that it has negotiated to the best offer available from TWA and American for a collective bargaining agreement applicable to TWA LLC on all issues except Scope, subject to minor clarifications on a handful of matters; and

WHEREAS TWA has filed a motion under § 1113 of the Bankruptcy Code to reject the current ALPA collective bargaining agreement, which will be considered April 6, 2001; and

WHEREAS the MEC has considered extensive advice from its bankruptcy counsel (Steve Tumblin and Richard Seltzer), merger counsel (Roland Wilder), investment advisor (Michael Glanzer) and former ALPA President Randy Babbitt, as well from ALPA staff in the Representation Department (Bill Roberts and David Holtzman), Legal Department (Clay Warner), and Economic and Financial Analysis Department (Bob Christy), now

**THEREFORE BE IT RESOLVED** that the Negotiating Committee is directed to seek clarification immediately on all outstanding issues arising from the proposed agreement covering the operations of TWA LLC (the "LLC CBA") and to finalize the LLC CBA, and

**BE IT FURTHER RESOLVED** that bankruptcy counsel is directed to take steps that would insure that the LLC CBA is incorporated in court documents resolving the § 1113 motion, and

**BE IT FURTHER RESOLVED** that no later than April 5, 2001, the Master Chairman, or his designee, is directed to execute the LLC CBA and forward the LLC CBA immediately to ALPA President Duane Woerth for his signature, and to waive those provisions of the current ALPA-TWA collective bargaining agreement that must be waived as a condition to the closing of the Asset Purchase Agreement, and

**BE IT FURTHER RESOLVED** that the Merger Committee, with the assistance of the MEC Officers and advisors, is directed to take all appropriate actions, including efforts to negotiate with the Allied Pilots Association concerning seniority integration, and

**BE IT FURTHER RESOLVED** that the Master Chairman does not release this motion until advised by the Communications Committee Chairman.

**PASSED** roll call vote  
(Hollander requested roll call vote)  
**FOR:** 1501 **AGAINST:** 450 **ABSTAIN:** 0  
**FOR:**  
Hollander, Council #2: 55  
Singer, Council #2: 142  
Rautenberg, Council #3: 724  
Young, Council #3: 400

**ALPA 006209**

**TWA MEC SPECIAL MEETING  
APRIL 2, 2001  
ST. LOUIS, MO**

**COMPILATION OF ACTIONS**

Lewin, Council #4:	90
Altman, Council #4:	90
<b>AGAINST:</b>	
Hollander, Council #2:	180
Singer, Council #2:	65
Young, Council #3:	205

**ALPA 006210**

# Exhibit V



00/20 2001 11:30 7036894355

ALPA

Air Line Pilots Association  
General Manager's Office  
535 Herndon Parkway  
Herndon, VA 20170  
703-689-4306  
703-689-4356 (FAX)



# Fax

<b>To:</b> Suzi Menoni	<b>From:</b> Jalmer Johnson
<b>Fax:</b> 314-770-8510	<b>Pages:</b> 3
<b>Phone:</b>	<b>Date:</b> 8/29/2001
<b>Rx:</b>	<b>CC:</b>

☐ Urgent    ☐ For Review    ☐ Please Comment    ☐ Please Reply    ☐ Please Recycle

Suzi,

Please make sure the attached letter gets to Bob Pastore. I'm sending the original overnight mail tonight. Thanks.

Jalmer

Bense 1 Ex  
50

P02318

**AIR LINE PILOTS ASSOCIATION, INTERNATIONAL**

535 HERNDON PARKWAY □ P.O. BOX 1188 □ HERNDON, VIRGINIA 20172-1188 □ 703-688-2270  
FAX 703-688-4370

August 29, 2001

Capt. Robert Pastore  
TWA MEC Chairman  
Air Line Pilots Association  
500 Northwest Plaza, Suite 1200  
St. Ann, MO 63074

Dear Bob,

As you are aware, the Executive Board and Executive Council have both passed resolutions in support of the TWA pilots. Specifically, the Executive Board, at its May 2001 meeting, pledged "the full moral support of the Association, along with necessary funding in accordance with current ALPA Policies and the ALPA Constitution and By-Laws, to enable the TWA MEC to properly represent the TWA pilots through this crisis and to properly complete the tasks before them."

The Executive Council in July 2001 reaffirmed the Executive Board's resolution, and stated that "the support of the Association includes appropriate financial resources and full access to ALPA's professional staff, including in-house financial analysts and attorneys, the latter to be utilized to help evaluate all effective and appropriate legal strategies that could be pursued by the Association and the TWA MEC." The Executive Council went further by directing the President "to establish a TWA Coordination and Oversight Committee to ensure that the TWA MEC receives the appropriate financial and professional resources to effectively represent the TWA pilots in a cost effective manner."

I think you would agree that the Association has followed through on the pledges of its governing bodies. ALPA has actively advocated the need for a fair and equitable seniority integration to American Airlines and APA. Duane Woerth has personally attended the ongoing facilitation process with APA to show the Association's support for the TWA pilots. Your MEC has had full access to ALPA's staff, including the ongoing evaluation of appropriate legal strategies. The Executive Council approved, subject to the approval of the Executive Board, \$251,940 in supplemental funding from the Operating Contingency Fund to bring your MEC's account up to the required 90% level as of June 1, 2001. And we - Kevin Dillon and Jalmer Johnson - have been selected to be on the TWA Coordination and Oversight Committee to ensure effective access to, and utilization of, ALPA resources.

08/10/2011 11:55

036004300

ALPA

PAGE 00

Capt. Robert Pastore  
August 29, 2001  
Page 2

One aspect of the function of our Committee is to work with you to ensure the appropriate flight pay loss expenditures. As you are aware, flight pay loss is permitted only for MEC and national Association activities; ALPA financial policies do not provide for flight pay loss for LEC activities. Further, ALPA financial policies give flight pay loss approval authority for MEC activities to the MEC Chairman. In practice - often within MEC policy manuals (which cannot be in conflict with ALPA administrative policies or the Constitution and By-Laws) - this authority has also been assigned to the MEC Secretary-Treasurer.

A further layer of approval exists within policy for MECs where their Account Balances are less than 90% of Current Quarter Income. Such MECs shall be subject to flight pay loss pre-approval by the Vice President-Finance/Treasurer. Since the TWA MEC's Account Balance dropped below 90% as of June 1, 2001, such provisions currently apply to your MEC, and the authority to pre-approve flight pay loss has been assigned to our committee. Until we establish a more refined system to approve flight pay loss, FPL for the months of August, September and October 2001 for representatives other than the following will require advance pre-approval by either of us: (1) the TWA merger committee; (2) the TWA MEC officers; (3) TWA MEC members attending TWA MEC meetings.


Of course, we both recognize the many challenges your group has faced and will continue to face. We look forward to continuing to work with you and your MEC to maximize your ability to achieve a fair and equitable seniority merger with the APA.

Please call either of us if you have any questions.

Sincerely,



Kevin Dillon  
ALPA Executive Vice President  
United Airlines



Jalmer D. Johnson  
ALPA General Manager

cc: Duane Woerth  
John Feldvary  
Kevin O'Leary  
Bob Stow  
TWA MEC

P02320

# Exhibit W



**AIR LINE PILOTS ASSOCIATION, INTERNATIONAL**

1825 MASSACHUSETTS AVENUE, N.W. □ WASHINGTON, D.C. 20036 □ 703-689-2270  
FAX 202-797-4052



October 3, 2001

Honorable Christopher "Kit" Bond  
United States Senate  
Washington, DC 20510

Dear Senator Bond:

On behalf of the Air Line Pilots Association, I want to advise you of our strong support for your bill, S. 1479, "the Airline Workers Fairness Act," to ensure fair treatment for the employees of TWA in the acquisition of that airline by American Airlines. ALPA has long favored the seniority integration procedures similar to those provided in your bill to facilitate the combining of employee workforces in airline mergers. These procedures worked well for decades under the Civil Aeronautics Board's oversight of airline mergers, providing an orderly and fair mechanism to settle the difficult issues involved in seniority list integration.

The airline industry is experiencing unprecedented trauma as a result of the tragedies that occurred on September 11. Despite the swift and substantial assistance provided by the Congress, the airlines still face serious financial problems and tens of thousands of airline workers will be furloughed. In the case of the American Airlines acquisition of the equity and assets of TWA, the integration of the employee seniority lists has not been completed. Therefore, the furloughs at American, that are expected to reach 20,000, will have a disproportionate impact on the TWA workforce. S. 1479 will help to mitigate this result by imposing a process that is fair and expeditious in resolving the seniority list integration issues.

The TWA pilots and other dedicated employees are willing to bear their fair share of the sacrifice that is required of all Americans during these difficult times for our nation. However, they should not be expected to shoulder a disproportionate burden due to the circumstances surrounding this merger. Your bill will go a long way toward ensuring that fairness is done in this particular transaction, and ALPA has committed its full resources to working with you to that end.

Thank you for your initiative to address this important issue, and for your strong commitment to the employees of TWA.

Sincerely,

  
Duane E. Woerth, President

DEW/jw

SCHEDULE WITH SAFETY  AFFILIATED WITH AFL-CIO

P01126

D-094  
Page 1 of 1

Arthur Ex

94

# Exhibit X



### AIR LINE PILOTS ASSOCIATION

**TO:** Captain Duane Woerth, President  
**FROM:** Ana McAhron-Schulz, Economic & Financial Analysis  
**DATE:** August 3, 2001  
**SUBJECT:** TWA Merger Committee Request

As I mentioned in our telephone conversation, yesterday I met with D.J. Glasby, member of the TWA Merger Committee, Michael Tanner, their economist, and Mark Seward, member of TWA's System Schedule Committee. The TWA Merger Committee is requesting assistance from E&FA in the form of various analyses. These analyses are to be completed prior to their next round of facilitation meetings which begin on August 20<sup>th</sup>. In addition, we have assigned Steve Gillespie to be their full-time "numbers cruncher" for the facilitation period.

Below is a list of the projects assigned to us:

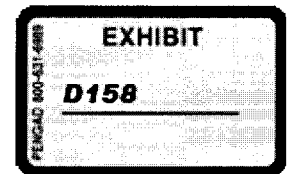
- ➔ Quantify the operational and financial value that TWA brings to American Airlines.
- ➔ Analyze the difference between the AMR acquisition of TWA and the AMR acquisition of Air California and Reno. Explain that TWA is not a regional airline and that American will not park TWA's aircraft.
- ➔ Quantify/analyze the growth potential of the "new American" such that 1+1 is equal to more than two – including increased traffic and increased ASM growth.
- ➔ Analyze the APA Seniority Integration Proposal vis-à-vis the TWA Seniority Integration Proposal.
- ➔ Develop a contract comparison between the TWA and American contracts. Quantify the number of jobs differential between APA's work rules and TWA's and explain that the APA work rules are inferior to those of TWA, therefore the difference in compensation between the two carriers is less.
- ➔ With the transition to Sabre in December, TWA pilots will now be divided into international and domestic categories. The APA pilots claim that this will reduce the number of needed Captain positions. Prove that this won't happen.
- ➔ Analyze the Transition Agreement between APA and its management and explain how this will affect the TWA pilots.

- ➔ Provide a logical argument that it is more likely that American will retire its Fokker fleet over the B717 fleet.
- ➔ Analyze TWA's Rightful Place Proposal on a year by year basis through 2025 assuming that all pilots bid to the highest paying equipment at all times.
- ➔ Analyze the Rightful Place Proposal with no conditions or restrictions.
- ➔ Is there a way E&FA can show that TWA would not have shut down in January? Review Price Waterhouse Stand Alone Plan and see if it can be supported.
- ➔ Provide a quantitative person for their facilitation period.
- ➔ Various Form 41 information back to 1982.

Please call if you have any questions.



# Exhibit Y



AIR LINE PILOTS ASSOCIATION, INTERNATIONAL  
57TH REGULAR EXECUTIVE COUNCIL MEETING  
May 21, 2001

SUBJECT

Outside Consultant – TWA MEC

SOURCE

President Duane E. Woerth

BACKGROUND INFORMATION

The TWA MEC has requested authorization to engage the services of an outside consultant, James R. Baehler, to provide negotiations training and consulting services to the Merger Committee of the TWA MEC. The cost of such agreement would be charged to the TWA MEC.

PROPOSED RESOLUTION

WHEREAS the Trans World Airlines (TWA) MEC requested authorization to engage the services of an outside consultant to provide negotiations training and consulting services to the Merger Committee of the TWA MEC,

THEREFORE BE IT RESOLVED that the Executive Council authorize the President to enter into an agreement with James R. Baehler to provide support to the TWA MEC, and

BE IT FURTHER RESOLVED that the cost of such agreement be charged to the TWA MEC budget.

FINAL RESOLUTION

WHEREAS the Trans World Airlines (TWA) MEC requested authorization to engage the services of an outside consultant to provide negotiations training and consulting services to the Merger Committee of the TWA MEC,

THEREFORE BE IT RESOLVED that the Executive Council authorize the President to enter into an agreement with James R. Baehler to provide support to the TWA MEC, and

BE IT FURTHER RESOLVED that the cost of such agreement be charged to the TWA MEC budget.

ALPA 019807

# Exhibit Z



AIR LINE PILOTS ASSOCIATION, INTERNATIONAL  
87TH REGULAR EXECUTIVE BOARD MEETING  
May 22-24, 2001

AI#23

SUBJECT

Support for TWA MEC

SOURCE

TWA MEC

BACKGROUND INFORMATION

See Proposed Resolution.

PROPOSED RESOLUTION

WHEREAS the TWA pilots have faced incredible challenges for more than a decade and a half, living through three changes in corporate ownership, a corporate raider and three bankruptcies, and

WHEREAS the TWA pilots have been loyal members of ALPA from ALPA's inception, currently representing Councils #2, #3 and #4, and

WHEREAS the TWA pilots have contributed millions of dollars into the MCF to support their brothers and sisters and to protect the piloting profession, and

WHEREAS the TWA pilots are now facing extraordinary expenses in their current merger with American Airlines, which occurred, without precedent, during a Chapter 11 proceeding, and

WHEREAS the TWA pilots have also been forced to abandon the primary protection of the Scope Clause section of their Collective Bargaining Agreement in order to avoid Chapter 7 liquidation of their carrier and affect the transition to TWA LLC, and

WHEREAS the TWA MEC has enormous obstacles remaining before them in order to protect their loyal ALPA members and affect a successful transition to American Airlines, obstacles including ongoing negotiations, the continuing need for bankruptcy counsel, extraordinary communications needs both internally and externally, a yet to be defined merger integration process, the need for merger counsel and pension plan termination litigation, and

WHEREAS the long-term goal of ALPA of "one Union for all pilots" could be realized with the return of the pilots of American Airlines and the best ambassadors to lead that charge would be the post-merger TWA pilots who truly appreciated the value of having proper support both morally and financially of a National Union, and

WHEREAS the plethora of problems before the TWA MEC are only compounded by a dramatic reduction in available funding, coupled with enormous expenses to properly represent their constituents, including the loss of previously contractually provided Flight Pay Loss of over \$1 million annually, and

WHEREAS the future of U.S. airline consolidation will be clearly affected by the outcome of the current acquisition of TWA by American Airlines and thus the very future of our profession and our careers would be impacted by a negative outcome,

THEREFORE BE IT RESOLVED that the Executive Board pledges the full moral and financial support of the Association to enable the TWA MEC to properly represent the TWA pilots through this crisis and to properly complete the tasks before them.

#### FINAL RESOLUTION

WHEREAS the TWA pilots have faced incredible challenges for more than a decade and a half, living through three changes in corporate ownership, a corporate raider and three bankruptcies, and

WHEREAS the TWA pilots have been loyal members of ALPA from ALPA's inception, currently representing Councils #2, #3 and #4, and

WHEREAS the TWA pilots are now facing extraordinary expenses in their current merger with American Airlines, which occurred, without precedent, during a Chapter 11 proceeding, and

WHEREAS the TWA pilots have also been forced to abandon the primary protection of the Scope Clause section of their Collective Bargaining Agreement in order to avoid Chapter 7 liquidation of their carrier and affect the transition to TWA LLC, and

**ALPA 018340**

WHEREAS the TWA MEC has enormous obstacles remaining before them in order to protect their loyal ALPA members and affect a successful transition to American Airlines, and

WHEREAS these obstacles include ongoing negotiations with TWA LLC, the need for merger counsel for a yet to be defined seniority integration process, extraordinary communications needs both internally and externally, and a continuing need for bankruptcy and pension plan termination litigation counsel, and

WHEREAS ALPA's long-term goal of "one Union for all pilots" will be enhanced by the post-merger TWA pilots working to return the pilots of American Airlines to ALPA, and

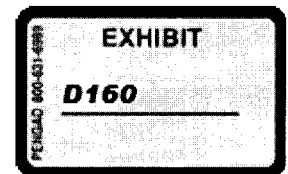
WHEREAS the plethora of problems before the TWA MEC are compounded by a dramatic reduction in available funding due to the loss of TWA-provided Flight Pay Loss of over \$1 million annually, coupled with the above stated expenses, and

WHEREAS the future of U.S. airline consolidation will be clearly affected by the outcome of the current acquisition of TWA by American Airlines and thus the very future of our profession and our careers would be impacted by a negative outcome,

THEREFORE BE IT RESOLVED that the Executive Board pledges the full moral support of the Association, along with necessary funding in accordance with current ALPA Policies and the ALPA Constitution and By-Laws, to enable the TWA MEC to properly represent the TWA pilots through this crisis and to properly complete the tasks before them.

**ALPA 018341**

# **EXHIBIT AA**



AIR LINE PILOTS ASSOCIATION, INTERNATIONAL  
59TH REGULAR EXECUTIVE COUNCIL MEETING  
September 24-28, 2001

SUBJECT

Approval of Outside Counsel Requested by the TWA MEC

SOURCE

President Duane E. Woerth

BACKGROUND INFORMATION

The TWA MEC has requested that the Association utilize the services of Roland P. Wilder, Jr. (Baptiste & Wilder, PC) to provide legal services with respect to matters arising from alleged violation by TWA and American of contractual obligations in connection with seniority integration arising from the acquisition of TWA by American Airlines.

PROPOSED RESOLUTION

WHEREAS the TWA MEC has requested that the Association retain the services of Roland P. Wilder, Jr. (Baptiste & Wilder, PC) to provide legal services related to alleged violation by TWA and American Airlines of contractual obligations in connection with seniority integration arising from the acquisition of TWA by American, and

WHEREAS the law firm will work with the ALPA Legal Department on this matter,

THEREFORE BE IT RESOLVED that the Executive Council authorizes the President to enter into an agreement with Baptiste & Wilder, PC to provide such legal services, working with the ALPA Legal Department, and

BE IT FURTHER RESOLVED that the costs associated with this matter be charged to the TWA MEC account.

ALPA 019820

FINAL RESOLUTION

WHEREAS the TWA MEC has requested that the Association retain the services of Roland P. Wilder, Jr. (Baptiste & Wilder, PC) to provide legal services related to alleged violation by TWA and American Airlines of contractual obligations in connection with seniority integration arising from the acquisition of TWA by American, and



WHEREAS the law firm will work with the ALPA Legal Department on this matter,

THEREFORE BE IT RESOLVED that the Executive Council authorizes the President to enter into an agreement with Baptiste & Wilder, PC to provide such legal services, working with the ALPA Legal Department, and

BE IT FURTHER RESOLVED that the costs associated with this matter be charged to the TWA MEC account.

**ALPA 019821**

AI #36  
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# **EXHIBIT BB**

Wednesday, December 12, 2001 1:33 PM To: Capt. Jeff Darnall

From: David Berkley, 437-5775

Page: 2 of 2

12/11/2001 05:32 2027974030

ALPA

PAGE 02/02

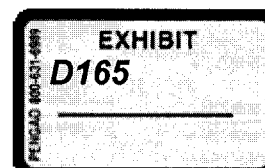
225-6498



## AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

1825 MASSACHUSETTS AVENUE, N.W. • WASHINGTON, D.C. 20036 • 703-686-2270  
FAX 202-787-4052

December 10, 2001

The Honorable Jerry Lewis  
U.S. House of Representatives  
Washington, DC 20515

Dear Representative Lewis:

On behalf of the Air Line Pilots Association and the pilots of TWA, I am writing to urge you and your fellow House conferees to support the Bond amendment that is contained in the FY 2002 Defense Appropriations Bill. This provision that was adopted by the Senate on a voice vote would address an inequitable situation facing the employees of TWA now that the assets and equity of that carrier have been acquired by American Airlines.

Since the agreement to merge these two carriers, the pilots of each airline have attempted to negotiate a seniority list integration. Unfortunately, to date, they have not been able to reach an agreement that treats the TWA pilots in a fair and equitable manner. Ultimately, as American Airlines downsizes its workforce in response to the tragic events of September 11<sup>th</sup>, the furloughs will have a disproportionate impact on the TWA pilots as well as the other employees. The Bond amendment will help to mitigate the hardship on the TWA employees by putting in place a process whereby the dispute over seniority list integration will be submitted to binding arbitration and settled in a fair and expeditious manner.

The TWA pilots and other dedicated employees are willing to bear their fair share of the sacrifice that is required of all Americans during these difficult times for our nation. However, they should not be expected to shoulder a disproportionate burden due to the circumstances surrounding this merger. This amendment will help to ensure that fairness is done in this particular transaction, and ALPA urges you, as a conferee on the DOD Appropriations Bill, to agree to the Senate position in the conference.

Thank you for considering our views on this important matter.

Sincerely,

  
Duane E. Woerth, President

DEW:jb

SCHEDULE WITH SAFETY

AFFILIATED WITH AALCC

ALPA 001561

D-165

Page 1 of 1

# **EXHIBIT CC**



Subj: **Special MEC Information System Update 12/19/01**

Date: 12/19/01 10:46:43 PM Eastern Standard Time

From: gstieneke@compuserve.com (P. Glenn Stieneke)

Sender: twamec@alpa.org

Reply-to: twamec@alpa.org

To: twapilots@twapilots.org

Here is an Email message from the TWA MEC Communications Committee!

=====

AIR LINE PILOTS ASSOCIATION  
TWA-MEC COMMUNICATIONS COMMITTEE  
500 Northwest Plaza, Suite 1200  
St. Ann, MO 63074  
314-770-8500/Code-A-Phone: 800-253-7919  
www.alpa.org

=====

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This e-mail is intended for the recipient.

=====

This is TWA MEC Communications Chairman Captain Glenn Stieneke with a Special TWA MEC Information System Update on December 19, 2001

On Tuesday December 18th the joint Conference Committee tasked with finalizing the language for the House and Senate versions of the Defense Appropriations Bill HR3338, met for a very short session. While we are still awaiting the official conference report, we believe that S.A. 2354, along with multiple other amendments, was removed from HR3338.

With the help of some fine individuals (Senator Kit Bond and others), the TWA pilots came very close to enacting arbitration legislation during this session of Congress. The TWA Legislative Affairs Committee raised awareness of the seniority integration to a new high with the amendment's initial passage in the U.S. Senate. We wish to thank Senator Bond, Carnahan and others for their efforts to date. Furthermore, we would like to express our gratitude to our own Legislative Affairs Committee and ALPA Government Affairs for their support and guidance in pushing this proposed legislation forward. Finally, we would also be remiss if we did not acknowledge all of you, the TWA line pilots, friends and family, for demonstrating steadfast poise and determination with your calls, letters and faxes.

While this is a minor setback, it was not completely unexpected. We knew all along that it is very difficult to procure legislative language on an appropriations bill. This is also not the end of our fight on Capital Hill. Congress intends to break for the Holidays shortly and plans to return on January 23rd. Senator Bond has assured us he will attempt another avenue to have our case heard. Since neither, Senate Bill S.1479 or Senate Amendment S.A. 2354 were actually voted on, they may be re-visited in the next session of Congress. The TWA pilot lobbyists and ALPA Government Affairs have made a definite impression on both Houses of Congress and will continue to strive for legislation requiring fair and equitable treatment during this seniority integration.

There are several issues before the next session of Congress that will be

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germane to our issue. To name just a few: Economic Stimulus, Enron (employee issues), AA – BA, if the DOT and DOJ continue hearings past January 15th. We also believe that the subject of industry consolidation and employee integration concerns will be a topic of interest when Congress returns on January 23. Congressman and Senators have just begun raising questions about the behavior of parties involved in this integration.

On another note, ALPA has requested and been granted an extension for filing our objection to the APA's single carrier petition before the NMB. The MEC Officers are coordinating with ALPA legal counsel on this issue and there will be more to come on this front shortly. The NMB has wide ranging powers considering these issues and we expect to request as much assistance from them as they are legally empowered to grant.

In the meantime, let us focus on our most important priorities – our families and friends, including our brethren who were adversely affected by the Sept. 11 tragedies.

On behalf of the TWA MEC, I would like wish everyone a happy holiday season, and wish for justice and fairness to prevail in the year ahead.

=====

To unsubscribe from this list at anytime, send email to [Majordomo@twapilots.org](mailto:Majordomo@twapilots.org) with the following 1 line in the BODY of the message (Subject is ignored).

unsubscribe twapilots

You may also email the TWAMEC Office at [twamec@alpa.org](mailto:twamec@alpa.org) if you have any problems removing your email address.

----- Headers -----

Return-Path: [twamec@alpa.org](mailto:twamec@alpa.org)

Received: from rly-yh05.mx.aol.com (rly-yh05.mail.aol.com [172.18.147.37]) by air-yh04.mail.aol.com (v82.22) with ESMTP id MAILINYH41-1219224643; Wed, 19 Dec 2001 22:46:43 1900

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Received: (from majordom@localhost)

by wrench.thebook.com (8.9.3/8.9.1) id WAA09089

for twapilots-twapilots-outgoing; Wed, 19 Dec 2001 22:44:05 -0500

X-Authentication-Warning: wrench.thebook.com: majordom set sender to [twamec@alpa.org](mailto:twamec@alpa.org) using -f

From: "P. Glenn Stieneke" [gstieneke@compuserve.com](mailto:gstieneke@compuserve.com)

To: [twapilots@twapilots.org](mailto:twapilots@twapilots.org)

Subject: Special MEC Information System Update 12/19/01

Date: Wed, 19 Dec 2001 19:43:12 -0800

Message-ID: <LLEPLDBLDOEPGNMLPNLJCECICAAA.gstieneke@compuserve.com>

MIME-Version: 1.0

Content-Type: text/plain;

charset="iso-8859-1"

X-Priority: 3 (Normal)

X-MSMail-Priority: Normal

X-Mailer: Microsoft Outlook IMO, Build 9.0.2416 (9.0.2911.0)

Importance: Normal

X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2600.0000

Sender: [twamec@alpa.org](mailto:twamec@alpa.org)

Reply-To: [twamec@alpa.org](mailto:twamec@alpa.org)

Content-Transfer-Encoding: quoted-printable

X-MIME-Autoconverted: from 8bit to quoted-printable by wrench.thebook.com id WAA09089

P01157  
D-172

Page 2 of 2

# **EXHIBIT DD**

10/16/2001 10:07 3147708597

REPRESENTATION



## American Airlines

Jeff Brundage  
Vice President  
Employee Relations

October 12, 2001

000001 OCT 15 2001

### VIA FACSIMILE AND FEDERAL EXPRESS

Captain Duane Woerth, President  
Air Line Pilots Association  
1625 Massachusetts Avenue, NW  
Washington, DC 20036

Dear Captain Woerth:

The events of the last week surrounding American Airlines continuing efforts to facilitate a seniority integration agreement between the Allied Pilots Association ("APA") and the Air Line Pilots Association TWA Master Executive Council ("ALPA TWA MEC") leave me, to say the least, perplexed and aggravated. In addition to the efforts expended previously by American in an effort to facilitate a seniority integration list agreement between the APA and the ALPA TWA MEC, I personally have dedicated the majority of my time since Friday, October 5, 2001, attempting to convince, cajole or quite frankly twist the arm of the ALPA TWA MEC to attend a meeting or meetings, arranged by AA, so that the APA President, Vice-President and Merger Committee Chairman would have an opportunity to present to ALPA new concepts designed to enhance protections for TWA pilots when merged into the American seniority list.

The ALPA TWA MEC's representatives attended a meeting at my office on October 8<sup>th</sup> to receive a briefing on the state of emergency at American and TWA and on our financial condition. During that meeting Mr. Roland Wilder updated me on the status of the seniority discussions between ALPA and the APA for which American had provided the services of Mr. Rolf Valton as a facilitator. The ALPA TWA MEC asked me to review a number of additional processes that included arbitration, facilitation and negotiation. I explained that, from my perspective, there simply is not time for another lengthy "process". I stated that American believed that it was time for the APA and ALPA to make decisions and conclude an integration agreement.

I invited the ALPA TWA MEC representatives to attend a meeting the next day to discuss seniority integration, which I planned to facilitate, between the APA and ALPA. The ALPA TWA MEC representatives indicated that they would need to consult with the members of the MEC to determine their willingness to meet and used one of our conference rooms for that purpose. Later they indicated that they would need more time and would contact me the next morning. On Tuesday I received a call confirming the meeting. I was asked to provide special travel accommodations for the ALPA TWA MEC Merger Committee Chairman so that he would be able to attend the meeting on Wednesday. We accommodated that request.

P. O. Box 619616, MD 5235, Dallas/Fort Worth Airport, Texas 75261-9616  
Phone (817) 967-2266, Fax (817) 967-1943, Email Jeff.Brundage@aa.com

D-200

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P01556



. 10/16/2001 10:07 3147708597

REPRESENTATION

PAGE 03

Captain Duane Woerth, President

Page 2

Late in the day on Tuesday I received a proposed confidentiality agreement from Mr. Holtzman as a precondition to the next day's three party meeting. It was immediately apparent that the proposed confidentiality agreement was unacceptable to me because it required that even the fact that the meeting was scheduled would remain confidential and that nothing discussed or proposed at the meeting could be referred to in any other forum. First, I had already discussed the proposed meeting with numerous parties prior to receiving the confidentiality document. Secondly, the APA committee had briefed me earlier in the day as to the provisions of the new proposal that they intended to present to the ALPA committee and I had had numerous conversations regarding that proposal with a number of people.

On Wednesday, just prior to the scheduled start of the meeting, I received a call from Mr. Holtzman and Mr. Wilder indicating that the ALPA TWA MEC had decided not to participate in the meeting and to inquire as to the disposition of the confidentiality agreement. They informed me that Captain Pastore would be arriving but that no one from the ALPA TWA MEC would be meeting with the APA representatives who had already arrived at my office and were waiting to begin discussions.

Captain Pastore arrived and confirmed that the ALPA TWA MEC representatives would not be attending the meeting and that without the confidentiality agreement proposed by ALPA in place, no discussion between ALPA and APA could take place. I challenged Captain Pastore on the proposed confidentiality agreement in that I fully understand the reasons to keep alternative proposals exchanged during the meeting confidential but questioned the motivation for needing to keep the very fact that meetings took place confidential.

To make matters worse, I was informed that representatives of the ALPA TWA MEC met with Senator Bond on Thursday, October 11<sup>th</sup> and represented to the Senator that no attempt had been made to schedule the meetings I have described. When those representatives were informed that Mr. Carty had visited with the Senator earlier in the day and described ALPA's unwillingness to meet they indicated, as it was related to me, that Mr. Carty was at best misinformed. This conduct is inappropriate and entirely unacceptable.

I hope that we can get past this week's disjointed events. We are committed to facilitating a seniority integration agreement between ALPA and APA. I would appreciate any assistance you can provide toward this end.

Sincerely,



Jeff Brundage  
Vice President - Employee Policy & Relations

cc: Donald J. Carty

P01557

# **EXHIBIT EE**



**TWA MEC  
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL**

500 NORTHWEST PLAZA, SUITE 1200 □ ST. ANN, MISSOURI 63074 314-770-8500

July 10, 2001



000001 JUL 16 '01

Captain Duane Woerth, President  
Air Line Pilots Association, International  
1625 Massachusetts Avenue, N.W.  
Washington, DC 20036

Dear Duane:

I am writing to thank you for your support of our pilot group at the last Executive Board meeting. With your support, the Agenda Item pledging the full moral support and the necessary funding to enable our MEC to properly represent our pilots passed by acclamation.

As you know, the TWA pilots are fighting for fair treatment by both American Airlines and the Allied Pilots Association. The issues involved in this integration, however, reach beyond TWA pilots. The loss of our Scope due to the TWA acquisition by American has far reaching consequences for many ALPA pilots. The APA's concept of stapling of two thirds of our pilots flies in the face of fairness and professionalism. The very foundation of our profession, including seniority, relies on mutual respect between pilots and an appreciation for the rights of all pilots.

Our MEC is facing many significant obstacles and challenges, including extraordinary expenses for our Merger Committee and Merger Counsel. Another challenge facing our pilots is the public nature of the seniority integration negotiations. The APA unilaterally decided early on in the negotiations to release proposals into the public domain. In order to keep our membership equally informed we have also released information about the proposals.

Not surprisingly, the public nature of the negotiations has fueled miscommunication and misperceptions by both pilot groups, increasing tensions between our respective pilot groups. A major initiative of our MEC, therefore, has been a communications campaign to ensure that our pilots and other ALPA pilots have accurate information in order to counter this misinformation.

Enclosed is a copy of a video presentation that was produced with your assistance and the assistance of the ALPA communications department. In addition to the video, I am enclosing recent print communications that provide additional information on our seniority integration.

Once again, I would like to thank you for your support of our pilot group. The ongoing support of our Association is crucial to our future success.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Bob Pastore'.

Captain Robert A. Pastore  
Master Chairman

cc: TWA MEC